

# **EXHIBIT DD**

**Provide this form to the client. Do NOT send it to the Corporate Office.**



## OTHER IMPORTANT BROKERAGE DISCLOSURES

This document contains Important Disclosures which may be applicable to your Brokerage Account and/or related to specific features of your account that you may have selected. As used in this document, the words "you", "your" and "yours" refer to the applicant and is the person or entity to whom we address account statements, as well as any person or entity who agrees to be liable on the Account. "We", "our" and "us" mean Ameriprise Financial Services, LLC ("Introducing Broker" or "Ameriprise Financial") and/or American Enterprise Investment Services, Inc. ("Clearing Broker" or "AEIS"). As used in this document, the singular shall mean the plural where appropriate. This document, and the "Ameriprise Brokerage Client Agreement" which is incorporated herein by this reference, along with any account or product application you complete, form the contract governing our relationship. Also, attached to "Other Important Brokerage Disclosures," is an Appendix referred to as "Regulation Best Interest Disclosures." Please also carefully read this Appendix. These Regulation Best Interest Disclosures contain information about the scope of our relationship with you, the types of products and services we offer and the costs and fees associated with them, as well as conflicts of interest associated with recommendations we make to you. The Appendix is informational, does not contain any Terms and Conditions, is not a part of this Agreement and is not incorporated by reference. For purposes of this document, "securities and other property" shall include, but not be limited to, money, securities, and financial instruments of every kind and nature, and all contracts and options relating thereto, whether for present or future delivery. This document includes information on the following products and services:

- Check-writing and Ameriprise Visa® Debit card
- Ameriprise® Insured Money Market Account (AIMMA)
- Ameriprise® bank insured sweep account (ABISA)
- Electronic Services
- Electronic Fund Transfer
- Contacting Ameriprise Financial
- Money Settlement Options

Note that the products and services described in this document may not be available in all Ameriprise accounts or for all ownership types.

**Amendments.** You agree that we shall have the right to amend this document by modifying or rescinding any existing provisions or by adding any new provision. We may also add or amend disclosures related to your account from time to time.

We may modify or change the terms and conditions of the Agreement and the information included in related disclosures and documents, as applicable by mailing a written notice of the modification or change or a new printed Agreement or other document to you at your address as reflected on the application or other postal or electronic address you provide to us or, if you have agreed to use the electronic services provided by us, by posting such modifications or changes online. Such written notice or posting of the amendment will include the effective date of the modification or change. No such amendment shall become effective prior to 30 days from the date of such notice unless required or otherwise permitted by law or regulation. You agree that you will promptly read all such notices that we provide to you. Your use of the account after the effective date of such amendments shall constitute your acknowledgement and agreement to be bound thereby.

You further acknowledge that we will provide you updated disclosures as our products and services change from time to time and you agree to promptly review notices of such updates. You may always access the current versions of your Agreement or the related disclosures at [ameriprise.com/disclosures](http://ameriprise.com/disclosures) or by contacting your financial advisor.

## CHECKWRITING AND AMERIPRISE VISA® DEBIT CARD

**If you choose to initiate the Checkwriting and/or Debit Card features associated with your Ameriprise ONE® Financial Account, you hereby consent and agree to the additional terms and conditions:**

**1. Checkwriting Privilege.** You may access your account with a checkwriting redemption privilege through your account at our processing bank. Your account statement will list each check paid on your account. Certain fees may be imposed, such as stop payment fees and fees for copies of canceled checks. Checks drawn on your brokerage account may not be used to purchase or carry securities in any account with us. Deposits made using the checkwriting feature of your Ameriprise ONE® Financial Account will automatically be forwarded to the cash sweep option for your account.

If a fiduciary has been appointed on any of your accounts (for example a trustee, guardian, custodian, etc.), the fiduciary acknowledges and agrees that all disbursements from the account will be made for the benefit of the beneficial owner in accordance with the fiduciary's authority and applicable statutes in effect.

**2. Transfer of Funds.** We are authorized to transfer funds at your request. Those funds representing uninvested cash will be swept to your sweep account and will then be available for subsequent transactions. Your brokerage account and all investments available in your brokerage account, except any bank sweep account used as your money settlement option, are not deposits or obligations of or guaranteed by any financial institution and involve investment risks, including possible loss of principal.

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**3. Ameriprise Visa® Debit card.** With an activated Ameriprise Visa® Debit card, you can handle your everyday cash needs 24 hours a day. Not only does your debit card give you access to cash at more than a million ATMs located across the country and in many countries throughout the world, it also enables you to purchase goods and services wherever Visa® is accepted. You can use your Ameriprise Visa® Debit card at merchants and ATMs that display the Visa®, Allpoint or Star logos. Please review your Ameriprise Visa® Debit Card Agreement, which is sent to you with your debit card, for additional information and important terms and conditions related to your debit card. You acknowledge that any benefit or service offered with the debit card may be modified or terminated at any time.

- **Foreign Transactions.** If a Card transaction is made in a currency other than U.S. Dollars, Visa USA will process and convert the Card transaction into U.S. Dollars. The exchange rate used to convert the transaction currency into the billing currency for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. A one percent (1%) International Transaction Assessment fee will be applied to each transaction occurring in a country outside the United States or U.S. Territories.
- **ATM Surcharge Fees.** Ameriprise Financial does not assess ATM surcharge fees. ATM operators and/or networks may assess an ATM surcharge fee. In those instances, we offer a rebate program if you are recognized as an Ameriprise Achiever Circle or Ameriprise Achiever Circle Elite member. ATM surcharge fees are rebated monthly based on your Ameriprise Achiever Circle status at month end. The ATM fee rebate program may be modified or discontinued at any time.

*Achiever Circle Members receive up to five surcharge transaction fee rebates totaling up to \$10 per month*

*Achiever Circle Elite Members receive unlimited surcharge transaction fee rebates.*

**4. Payments.** You must maintain a combined asset level sufficient to pay any checks you write, any Online Bill Payment transfers, wire transfers, ACHs, and any ATM or debit card transactions. The combined asset value of your *Ameriprise ONE®* Financial Account consists of:

- Available cash in your securities account.
- Money market fund shares.
- Available margin free cash, if your account has been approved for margin.

Payments for checks, wire transfers, ACHs, ATM withdrawals, debit card transactions, and brokerage fees will be deducted from the combined asset value in your account in the following order:

- First, from available cash in your securities account.
- Second, from redemption of money market fund shares.
- Third, if your account has been approved for margin, from available margin free cash within your securities margin account.

If assets in your brokerage account are not sufficient to cover the payments or transfers you direct from your account, payments can be obtained from the liquidation of any or all securities and other assets in your non-qualified accounts with Ameriprise Financial or any of its affiliates, whether carried individually or jointly with others.

**5. Transaction Presentment.** We will debit your account immediately whenever a check is presented for payment on your behalf, when an ATM/debit card transaction is posted, or when a fee is due. You authorize us to automatically transfer funds from your account to cover checks, ATM withdrawals, debit card transactions, or brokerage fees. You agree that neither we nor our processing bank will be liable for any loss you incur in connection with the check writing privilege or debit card unless we are negligent in fulfilling this Agreement. In no event will we or our processing bank be liable for any consequential, special, or indirect damages or loss.

**6. Margin Loans and Interest Charges.** If we extend a margin loan based on securities held in your brokerage account, we will begin to charge interest on the day we extend credit on your behalf. You agree that you have received and read the Margin section of the Ameriprise Brokerage Client Agreement, which contains additional information on margin loans and interest charges.

**7. Annual Fee.** We will deduct from your cash sweep account an annual fee for processing and administration. We may change the amount of this fee from time to time. We will notify you before an increase in the fee becomes effective.

**8. Internet Gambling.** The federal Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations prohibit commercial customers from sending funds or receiving deposits of any kind relating to illegal Internet gambling. Ameriprise Financial is required to enforce that prohibition. You understand that by opening and maintaining an *Ameriprise ONE®* Financial Account in which check writing privileges are made available through Ameriprise Financial, you agree to call us at 800.862.7919 to notify us if your account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not notify us, you understand that we may terminate your access to various payment methods or close your account.

**9. Additional Terms.** We will notify you as soon as possible, by telephone or in writing, if an electronic funds transfer (EFT) transaction cannot be processed or has been rejected by another financial institution. We reserve the right to refuse to honor your request for an EFT transaction for any reason. You acknowledge that any benefit or service offered with the debit card may be modified or terminated at any time.

## **Ameriprise® Insured Money Market Account**

AEIS offers the *Ameriprise* Insured Money Market Account ("AIMMA"), a product that provides for the automatic deposit or "sweep" of available cash balances in your brokerage account. AIMMA is available for most Ameriprise accounts and ownerships except for certain discretionary investment advisory accounts in tax-qualified ownerships. With AIMMA, your available cash balances from securities transactions, dividend and interest payments and other activities in your eligible accounts will automatically be deposited through the use of the Insured Network Deposits service ("IND") offered by Promontory Interfinancial Network, LLC ("PIN") into interest-bearing FDIC insured deposit accounts ("Deposit Accounts") at one or more of the banks or other depository institutions set forth on the Bank List (each, a "Bank"). Interest rates on the Deposit Accounts will be tiered and will vary based upon prevailing economic and business conditions, as well as the amounts you have on deposit ("Interest Rate Tiers"). You may contact your Ameriprise financial advisor or access our website at [ameriprise.com/cashrates](http://ameriprise.com/cashrates) to view the current Bank List and the current interest rates for each Interest Rate Tier. If you do not have an Ameriprise financial advisor or access to the internet, a copy of this information may be obtained by contacting our service line at 1.800.862.7919. Under ordinary business conditions, changes to the interest rates will be posted at [Ameriprise.com/cashrates](http://Ameriprise.com/cashrates) three to five business days prior to their effective date.

Funds deposited into AIMMA are eligible for FDIC insurance up to \$250,000 in principal and accrued interest per depositor, per bank, in each insurable capacity (e.g., individual, joint, etc.), and up to \$250,000 in designated retirement accounts (e.g., IRA, Roth IRA, etc.). AEIS will use its best efforts to place not more than \$246,250 of your available cash for individual and retirement accounts or up to \$492,500 for joint accounts in one Bank. AEIS will then open Deposit Accounts as your agent at additional Banks so that funds in excess of the pre-set bank limit stated above may be swept to accounts at other Banks, which are also eligible for FDIC deposit insurance. If the cash balance reaches pre-set bank limits in each Bank on the Bank List (e.g., up to \$2.5 million), excess funds above \$2.5 million (\$5 million for joint accounts) will continue to be deposited in the Deposit Accounts, **but may not be eligible for FDIC coverage based upon regulation. Any amount above \$250,000 deposited in a single Bank will not be eligible for FDIC deposit insurance.**

Please read carefully the section titled "Information About FDIC Insurance and SIPC" for more information about applicable FDIC coverage limits. It is important to note that AIMMA deposits at any one Bank will be aggregated with any other deposit account you may maintain at that Bank. If your aggregated deposits at that Bank exceed FDIC limits, your deposits in excess of the limits will not be eligible for FDIC coverage. **You are responsible for monitoring the total amount of deposits that you have with each Bank, including deposits made through multi-bank deposit programs offered by other broker-dealers, in order to determine the extent of deposit insurance coverage available to you. AEIS is not responsible for any insured or uninsured portion of a Deposit Account.** Please note that because each Deposit Account constitutes a direct obligation of the Bank and is not directly or indirectly an obligation of AEIS, cash held in AIMMA is not eligible for SIPC coverage.

By selecting AIMMA as your sweep option, you agree to accept the proprietary algorithm applied by PIN, which determines the Banks into which your deposits are placed based on the Bank List published at [Ameriprise.com/cashrates](http://Ameriprise.com/cashrates). You also understand and agree that PIN will periodically change the order of the banks to optimize the amount of FDIC insurance available in the AIMMA program.

You will not have a direct account relationship with the Banks. AEIS, as your agent, will establish the Deposit Accounts for you at each Bank and make deposits to and withdrawals from the Deposit Accounts. AEIS will receive a fee from each Bank. The amount of the fee paid to AEIS will affect the interest rate paid on the Deposit Accounts. You should review carefully the section titled "Information About Your Relationship with Clearing Agent and the Banks."

The AIMMA program is available to most ownership types except the following entities: Banks or Trust Corporations, Broker/Dealers, Insurance Companies, Mutual Fund Companies, Foreign Institutions and Non-Profit Foreign Entities, and TSCA/403(b) plans. These organizations and plan types are prohibited from using AIMMA as a sweep option, either by banking regulation or qualified ownership rules. Please consult with your Ameriprise financial advisor for details concerning eligibility. AEIS may at its discretion deem a person to be ineligible for AIMMA if AEIS becomes aware that the account is prohibited by either banking regulations or ownership rules from participating in AIMMA.

### **Alternatives to AIMMA**

If you do not wish to have your available cash swept into the AIMMA, you may contact either your Ameriprise financial advisor or our customer service line at 800.862.7919 to affirmatively elect *Ameriprise* Cash as your money settlement option. AEIS is not obligated to offer alternative sweep investments that offer a rate of return that equals or is greater than other comparable investments. Regardless of the sweep options made available, you will always be able to buy and sell certain money market mutual funds; brokered certificates of deposit; treasury bills; and other similar products to manage cash in your account. These alternative options for the investment of cash balances may offer higher returns than the sweep options made available to you. Please read any money market mutual fund prospectus carefully before you invest or send money. Some sweep options may not be available to you under the terms of your specific account. You may also elect not to have the available cash in your account swept into a sweep account. This means that your available cash will not be automatically invested and therefore will not earn interest.

### **Access to Funds in the Deposit Accounts**

Funds you intend to deposit to your AIMMA must be placed into your brokerage account and cannot be placed directly with PIN or any individual Bank. Available cash in your brokerage account will be swept daily to your AIMMA. You can make withdrawals at any time from your Ameriprise Financial Services account, for example by check or by debit card.

The sweep feature will automatically debit funds from your AIMMA to cover withdrawals made from your Ameriprise Financial Services account. If you purchase a security, funds will be automatically swept from your AIMMA to your brokerage account on settlement date. Withdrawals cannot be made directly from PIN or any individual Bank. If you elect to close your Ameriprise Financial Services account, your funds will be withdrawn from AIMMA and bank(s) in which they are held, and distributed per your instructions. Due to federal banking regulations each Bank reserves the right to require seven business days' prior notice before any cash balances can be withdrawn from your Deposit Accounts. The Banks have informed us that they do not currently intend to exercise this right.

### Tax Information

For most clients, interest earned on deposits in the Deposit Accounts will be taxed as ordinary income in the year it is received. AEIS will send you a Form 1099-INT each year showing the aggregate interest income you have earned on deposits in AIMMA.

### Bank List

The current Bank List of available Banks where your funds may be deposited is available online at [ameriprise.com/cashrates](http://ameriprise.com/cashrates), or by calling 800.862.7919. The Banks appear in columns by state or region, and the Bank List applicable to you can be determined based on your state of residence. The column marked "Bank List" lists the Banks in the general order in which the Deposit Accounts will be opened for you and the order in which your funds will be deposited. Each Bank List also includes at least two "Excess Banks", which are Banks that will accept funds after your total funds deposited reach \$2.5 million for individual accounts, or \$5 million for joint accounts. You should review the Bank List carefully and often.

**Any deposits (including certificates of deposit) that you maintain in the same ownership capacity directly with a Bank, or through an intermediary (such as AEIS or another broker/dealer offering a multi-bank insured deposit program), will be aggregated with deposits in your Deposit Accounts at the Bank for purposes of calculating the maximum FDIC coverage allowable. You are responsible for monitoring the total amount of deposits that you have with each Bank, including an Excess Bank (described above), in order to determine the extent of FDIC deposit insurance coverage available to you.**

You may not change the order in which your funds are deposited in any of the Banks on the Bank List. However, you may at any time designate any Bank(s) as ineligible to receive your funds. If you use your discretion to exclude a Bank this will generally result in funds being deposited into Deposit Accounts at the next available Bank on the Bank List which has capacity to take deposits. Designating banks on the Bank List as being ineligible to receive funds may reduce the amount of FDIC coverage available to you in AIMMA.

You may not designate all the Banks on the list as ineligible to receive your funds. In addition, you may at any time instruct us to remove funds from a Bank, and you may designate that Bank as ineligible to receive future deposits. Unless you direct us to place your funds in a different investment, your funds from a bank you designate as ineligible to receive deposits will be deposited in Deposit Accounts at the first available Bank listed on the Bank List, as amended by you.

Further, the Bank List may be changed as described below under "Changes to the Bank List". The Bank List will be updated immediately upon any change, and such change will be communicated via our website. The most current Bank List may always be obtained at [ameriprise.com/cashrates](http://ameriprise.com/cashrates) or by calling 1.800.862.7919 and requesting a copy.

### Deposit Service

AIMMA makes available to you a money market deposit account ("MMDA") - a type of savings deposit- and a linked transaction account, which could be a NOW account ("TA"), at one or more of the Banks. **If you elect to close your brokerage account, your funds will be withdrawn from the AIMMA and the participating bank(s) in which they are held, and distributed per your instructions.**

When funds are first available for deposit, AEIS, as your agent, will deposit available cash balances in your brokerage account into your MMDA and a linked TA at one or more of the Banks on the then-current Bank List in the general order listed on the Bank List. Once funds in the deposit account at a Bank reach the pre-set bank limits (e.g., \$246,250 for individual and retirement accounts, or \$492,500 for joint accounts), AEIS will use its best efforts to deposit available cash at the next available Bank on the Bank List.

All withdrawals will be made from the TA at a Bank. As necessary to satisfy debits in your brokerage account (securities purchases, checking, debit card, account fees, etc.), funds will be transferred from the MMDA to the related TA at each Bank. The Bank in its discretion may determine a minimum amount to be maintained in your TA to satisfy debits in your brokerage account. Transfers from the MMDA to the TA and withdrawals from the TA are discussed under "Withdrawal Procedures".

### Exceptions to Deposit Procedure

In some circumstances, a Bank on the Bank List may be unable to accept your funds. If a Bank is unable to accept your funds on a day you have funds to deposit, your funds will be deposited in the next available Bank on the Bank List. **Bank capacity and market conditions may cause deposits at any one Bank to exceed maximum FDIC insurance allowable. As a result, a portion of your deposits may be uninsured. In such event, AEIS will use its best efforts to deposit your funds at the next available Bank which has capacity to take deposits in order to maximize FDIC insurance up to \$2.5 million (\$5 million for joint accounts).**

### Withdrawal Procedures

All withdrawals necessary to satisfy debits in your brokerage account will be made by AEIS as your agent. A debit is created to satisfy a securities purchase or a request for a withdrawal of funds from your account, and if applicable, when you write a check on your account, make payments via the online bill pay service or withdraw funds through your debit card. Withdrawals from your brokerage account are not drawn directly against the Deposit Accounts established for you at the Banks but instead from your brokerage account.

If a withdrawal of funds from the Deposit Accounts is necessary to satisfy a debit, funds will be withdrawn from the TAs at the Banks in the reverse order in which Banks appear on the Bank List. Funds will be withdrawn first from the Bank lowest on the Bank List and last from the first Bank on the Bank List. If funds in the TA are insufficient to satisfy a debit, funds in the related MMDA at that Bank will be transferred to the TA to satisfy the debit, plus any funds necessary to maintain any TA threshold amount. If there are insufficient funds in the Deposit Accounts to satisfy the debit, AEIS will withdraw funds from other available sources as described in your Brokerage Client Agreement.

Federal banking regulations limit the transfers from an MMDA to a total of six (6) during a monthly statement cycle. At any point during a month in which transfers from an MMDA at a Bank have reached the applicable limit, all funds will be transferred from that MMDA to the linked TA at the Bank until the end of that month. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Bank or the amount of FDIC insurance coverage for which you are eligible. Deposits for the remainder of the month into this Bank will be made to the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA.



### Interest on Balances in Your Deposit Accounts

The interest income you receive will vary based upon the value of deposits in the Deposit Accounts ("Interest Rate Tiers"), and can fluctuate daily depending on prevailing economic and business conditions. In general, clients with greater balances may receive a higher interest rate than clients with lower balances. AEIS will determine your balance each day. The previous day's balance will determine your eligibility for a particular Interest Rate Tier. The current AIMMA Interest Rate Tiers are \$0.00 to \$4,999.99, \$5,000.00 to \$24,999.99, \$25,000.00 to \$49,999.99, \$50,000.00 to \$99,999.99, \$100,000.00 to \$249,999.99, \$250,000.00 to \$499,999.99, \$500,000.00 to \$999,999.99, \$1,000,000.00 to \$4,999,999.99 and \$5,000,000.00 and over. These Interest Rate Tiers are subject to change at AEIS's discretion. **You will receive the same interest rates on the funds in the MMDA and TA at each Bank. All Banks will utilize the same Interest Rate Tiers, and will pay the same rate of interest on the Deposit Accounts within each Interest Rate Tier.**

For the most current AIMMA Interest Rate Tiers, please access our website at [ameriprise.com/cashrates](http://ameriprise.com/cashrates) or contact our service line at 800.862.7919 to obtain interest rate information. Interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Accounts at a Bank through the business day preceding the date of withdrawal from your Deposit Accounts at the Bank. Interest will be compounded daily and credited monthly. The interest rates paid with respect to the Deposit Accounts at a Bank may be higher or lower than the interest rates available to depositors making deposits directly with the Bank, with other depository institutions in comparable accounts, or in other available sweep options made available through AEIS. You should compare the terms, conditions, interest rates, any required minimum amounts and other features of the AIMMA with other accounts and alternative investments to ensure this product meets your needs.

### Information About Your Deposit Accounts

For each statement period, your brokerage account statement will reflect:

- The closing balance of your AIMMA
- The Banks which hold your funds and the closing balance at each Bank
- Interest earned on your Deposit Account balances
- Monthly interest rate
- AIMMA Transaction History

Your financial advisor or our service line can assist you if you have any questions about how your brokerage account statement reflects the Deposit Account balances at each Bank. You may obtain information about the Deposit Accounts, including balances at each bank and the current and future interest rates, by accessing your brokerage account at [Ameriprise.com](http://Ameriprise.com). If you do not currently have access to your brokerage account at [Ameriprise.com](http://Ameriprise.com) and wish to have access, please contact your advisor. If you do not have an advisor or internet access, please call our service line at the number listed above to obtain information.

### Exceptions for margin account customers

In the event that you either become designated as a Pattern Day Trader as defined under FINRA Rule 4210 or you participate in stock or index options strategies creating margin account calls, you will no longer be eligible to have AIMMA as your sweep option. If in our sole discretion we determine that either of these two events has occurred, you authorize and acknowledge our right to change your sweep option from AIMMA to Ameriprise Cash. Should this occur, you may not receive a separate mailing regarding this change; however, any such change in your sweep account will be reflected in your brokerage account statement and available online at [Ameriprise.com](http://Ameriprise.com).

### Changes to the bank list

The Bank List will change from time to time. One or more of the Banks included on the Bank List may be replaced with a Bank not previously included on the Bank List, or a Bank may be deleted from the Bank List, and thus the order in which the funds are deposited in the Banks will change. Our affiliate, Ameriprise Bank, FSB, participates in AIMMA. Ameriprise Bank uses the deposits it receives through its participation in AIMMA for its lending and investment programs, and it earns revenue based on the difference (or "spread") between the interest it receives from its investment and lending programs and what it pays to obtain the deposits. The balance targets Ameriprise Bank establishes with PIN may result in Ameriprise Bank securing a higher position in the Bank List, and thus receive higher deposits than other Participant Banks. In general, we will provide notification of changes to the Bank List via our website. We will in the normal course of business, publish changes to the Bank Lists at least five business days prior to the effective date of the change to give you time to review the list and continue to accept the application of the PIN algorithm to the revised Bank List. If a Bank is unable to accept deposits (for regulatory or other reasons), or if the sequence of the Bank List has changed, we may not be able to provide you with advance notice. If a bank no longer makes the Deposit Accounts available through IND, your funds will be transferred to Deposit Accounts at the next available Bank on the Bank List. In order to avoid having funds deposited at a bank with which you may have an existing relationship, it is your obligation to frequently review the Bank List and the Banks where your funds are deposited through the AIMMA program and the application of the PIN algorithm. You may designate any Bank on the Bank List as ineligible to receive your funds, and your instruction will be promptly applied. You may request the Bank List from your financial advisor or by contacting our customer service line at 800.862.7919. The current Bank List will always be available on our website and the banks at which your funds are deposited are always listed on your account statement.

## Ameriprise® Bank Insured Sweep Account

AEIS offers the Ameriprise Bank Insured Sweep Account ("ABISA"), and not AIMMA, as the money settlement option for discretionary investment advisory accounts in a tax-qualified ownership, and for certain non-discretionary investment advisory qualified accounts with trustee-directed pooled investment 401(a) ownerships. With ABISA, your available cash balances from securities transactions, dividend and interest payments and other activities in your eligible accounts will automatically be deposited through the use of the Insured Network Deposits service ("IND") offered by Promontory Interfinancial Network, LLC ("PIN") into an interest-bearing FDIC insured deposit account ("Deposit Account") at Ameriprise Bank, FSB, our affiliate ("Bank"). Any uninvested cash held in your discretionary investment advisory accounts in a tax-qualified ownership may be deposited or invested in deposits of Ameriprise Bank, FSB or any other banking affiliate of Ameriprise Financial Services, LLC in connection with any insured deposit money settlement option (Sweep Program) offered by Ameriprise Financial Services, LLC and as further described below. Interest rates on the Deposit Accounts are tiered and will vary based upon prevailing economic and business conditions, as well as the amounts you have on deposit ("Interest Rate Tiers"). You may contact your Ameriprise financial advisor or access our website at [ameriprise.com/cashrates](http://ameriprise.com/cashrates) to view the current interest rates for each Interest Rate Tier. If you do not have an Ameriprise financial advisor or access to the internet, a copy of this information may be obtained by contacting our service line at 800.862.7919. Under ordinary business conditions, changes to the interest rates will be posted at [Ameriprise.com/cashrates](http://Ameriprise.com/cashrates) three to five business days prior to their effective date.

Funds deposited into ABISA are eligible for FDIC insurance up to \$250,000 in principal and accrued interest per depositor in each insurable capacity in designated retirement accounts (e.g., IRA, Roth IRA, etc.). AEIS **will not** open Deposit Accounts at any additional Banks so that funds in excess of the \$250,000 limit stated above may be swept to accounts at other Banks. If the cash balance in your account reaches the pre-set limit, excess funds above \$250,000 will continue to be deposited in the Deposit Account **but will not be eligible for FDIC coverage based upon regulation. Any amount above \$250,000 deposited in the Bank will not be eligible for FDIC deposit insurance.** Please note that because each Deposit Account constitutes a direct obligation of the Bank and is not directly or indirectly an obligation of AEIS, cash held in ABISA is not eligible for SIPC coverage.

Please read carefully the section titled "Information About FDIC Insurance and SIPC" for more information about applicable FDIC coverage limits. It is important to note that ABISA deposits at the Bank will be aggregated with any other deposit account you may maintain at the Bank in your tax-qualified plan. If your aggregated deposits at the Bank exceed FDIC limits, your deposits in excess of the limits will not be eligible for FDIC coverage. **You are responsible for monitoring the total amount of deposits that you have with the Bank, including deposits made through multi-bank deposit programs offered by us or by other broker-dealers, in order to determine the extent of deposit insurance coverage available to you.**

**It is important to note that Ameriprise Bank, FSB, also participates in the Ameriprise Insured Money Market Account (AIMMA), our multi-bank insured deposit program. By participating in AIMMA, Ameriprise Bank FSB may receive sweep deposits from other accounts that you own, including deposits from other accounts in your tax-qualified plan that are not eligible for ABISA. **THUS IT IS POSSIBLE THAT YOUR QUALIFIED PLAN ACCOUNTS COULD HAVE MULTIPLE DEPOSIT ACCOUNTS AT AMERIPRISE BANK, FSB, WHICH COULD LEAD TO YOUR AGGREGATED DEPOSITS AT THE BANK EXCEEDING FDIC LIMITS.** Any deposits (including certificates of deposit) that you maintain in the same ownership capacity directly with Ameriprise Bank, FSB, will be aggregated with deposits in your Deposit Accounts at the Bank for purposes of calculating the maximum FDIC coverage allowable. You are responsible for monitoring the total amount of deposits that you have with the Bank, in order to determine the extent of FDIC deposit insurance coverage available to you.**

You will not have a direct account relationship with the Bank. AEIS, as your agent, will establish the Deposit Account for you at the Bank and make deposits to and withdrawals from the Deposit Account as described herein. AEIS will receive a fee from the Bank. You should review carefully the section titled "Information About Your Relationship with Clearing Agent and the Bank."

The ABISA program is available only to certain discretionary investment advisory accounts in a tax-qualified ownership. AEIS may at its discretion deem a person to be ineligible for ABISA if AEIS becomes aware that the account is prohibited by either banking regulations or ownership rules from participating in ABISA.

#### **Alternatives to ABISA**

If you do not wish to have your available cash swept into the ABISA, you may contact either your Ameriprise financial advisor or our customer service line at 800.862.7919 to affirmatively elect a non-interest bearing free credit balance as your money settlement option. This means that your available cash will not be automatically deposited at the Bank and therefore will not earn interest or be eligible for FDIC coverage. AEIS is not obligated to offer alternative sweep investments that offer a rate of return that equals or is greater than other comparable investments. Some sweep options may not be available to you under the terms of your specific account. Regardless of the sweep options made available, you will always be able to buy and sell certain money market mutual funds, brokered certificates of deposit, treasury bills and other similar products to manage cash in your account. These alternative options for the investment of cash balances may offer higher returns than the money settlement or sweep options made available. Please read any money market mutual fund prospectus carefully before you invest or send money.

#### **Access to Funds in the Deposit Account**

Funds you intend to deposit to your ABISA must be placed into your brokerage account and cannot be placed directly with PIN or the Bank. Available cash in your brokerage account will be swept daily to your ABISA. You can make withdrawals at any time from your Ameriprise Financial Services account under the terms of your discretionary investment advisory account agreement.

The sweep feature will automatically debit funds from your ABISA to cover withdrawals made from your Ameriprise Financial Services account. If you purchase a security, funds will be automatically swept from your ABISA to your brokerage account on settlement date. Withdrawals cannot be made directly from PIN or the Bank. If you elect to close your Ameriprise Financial Services account, your funds will be withdrawn from ABISA and distributed per your instructions. Due to federal banking regulations the Bank reserves the right to require seven business days' prior notice before you withdraw cash balances from your Deposit Accounts. The Bank has informed us that it does not currently intend to exercise this right.

#### **Tax Information**

ABISA is available only for certain discretionary investment advisory accounts in a tax-qualified ownership. As part of your qualified plan, interest earned on deposits in the Deposit Account will be taxed as ordinary income in the year it is distributed from your qualified plan. Please consult your tax advisor regarding the tax treatment of your account. AEIS will send you a Form 1099-INT each year showing the aggregate interest income you have earned on deposits in ABISA.

#### **Deposit Service**

ABISA makes available to you a money market deposit account ("MMDA") - a type of savings deposit - and a linked transaction account, which could be a NOW account ("TA"), at the Bank. **If you elect to close your brokerage account, your funds will be withdrawn from ABISA and the Bank in which they are held and distributed per your instructions.**

When funds are first available for deposit, AEIS, as your agent, will deposit available cash balances in your brokerage account into your MMDA and a linked TA at the Bank. **Once funds in the deposit account at the Bank reach the pre-set bank limit (currently \$250,000 for retirement accounts), additional deposits to the ABISA will not be eligible for FDIC coverage.**

All withdrawals will be made from the TA at the Bank. As necessary to satisfy debits in your brokerage account (securities purchases, account fees, etc.), funds will be transferred from the MMDA to the related TA at the Bank. The Bank in its discretion may determine a minimum amount to be maintained in your TA to satisfy debits in your brokerage account. Transfers from the MMDA to the TA and withdrawals from the TA are discussed under "Withdrawal Procedures".

#### **Exceptions to Deposit Procedure**

In some circumstances, the Bank may be unable to accept your funds. If the Bank is unable to accept your funds on a day you have funds to deposit, your funds may be held as a credit balance in your account or may be directed to a money market mutual fund, as more fully described in "**Business Continuity - Disaster Recovery Procedures**" below. **Bank capacity and market conditions may cause deposits at the Bank to exceed maximum FDIC insurance allowable. As a result, a portion of your deposits may be uninsured.**

**Withdrawal Procedures**

All withdrawals necessary to satisfy debits in your brokerage account will be made by AEIS as your agent. A debit is created to satisfy a securities purchase or a request for a withdrawal of funds from your account. Withdrawals from your brokerage account are not drawn directly against the Deposit Accounts established for you at the Banks but instead from your brokerage account.

If a withdrawal of funds from the Deposit Account is necessary to satisfy a debit, funds will be withdrawn from the TA at the Bank. If funds in the TA are insufficient to satisfy a debit, funds in the related MMDA at the Bank will be transferred to the TA to satisfy the debit, plus any funds necessary to maintain any TA threshold amount. If there are insufficient funds in the Deposit Account to satisfy the debit, AEIS will withdraw funds from other available sources as described in your Brokerage Client Agreement and in the terms of your discretionary investment advisory account agreement.

Federal banking regulations limit the transfers from an MMDA to a total of six (6) during a calendar month. At any point during a month in which transfers from an MMDA at the Bank have reached the applicable limit, all funds will be transferred from that MMDA to the linked TA at the Bank until the end of that month. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at the Bank or the amount of FDIC insurance coverage for which you are eligible. Deposits for the remainder of the month into the Bank will be made to the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA.

**Interest on Balances in Your Deposit Accounts**

The interest income you receive will vary based upon the value of deposits in the Deposit Account ("Interest Rate Tiers") and can fluctuate daily depending on prevailing economic and business conditions. In general, clients with greater balances may receive a higher interest rate than clients with lower balances. AEIS will determine your balance each day. The previous day's balance will determine your eligibility for a particular Interest Rate Tier.

The current ABISA Interest Rate Tiers are as follows:

\$0.00 to \$4,999.99,  
 \$5,000.00 to \$24,999.99,  
 \$25,000.00 to \$49,999.99,  
 \$50,000.00 to \$99,999.99,  
 \$100,000.00 to \$249,999.99,  
 \$250,000.00 to \$499,999.99,  
 \$500,000.00 to \$999,999.99,  
 \$1,000,000.00 to \$4,999,999.99 and  
 \$5,000,000.00 and over.

For the most current ABISA Interest Rate Tiers, please access our website at [ameriprise.com/cashrates](http://ameriprise.com/cashrates) or contact our service line at 800.862.7919 to obtain interest rate information. Interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Account at the Bank through the business day preceding the date of withdrawal from your Deposit Account at the Bank. Interest will be accrued and compounded daily and credited monthly. The interest rates paid with respect to the Deposit Account at the Bank may be higher or lower than the interest rates available to depositors making deposits directly with the Bank, with other depository institutions in comparable accounts, or in other available sweep options made available through AEIS. You should compare the terms, conditions, interest rates, any required minimum amounts and other features of the ABISA with other accounts and alternative investments to ensure this product meets your needs.

**Information About Your Deposit Accounts**

For each statement period, your brokerage account statement will reflect:

- The closing balance of your ABISA
- Interest earned on your Deposit Account balance
- Monthly interest rate
- ABISA Transaction History

Your financial advisor or our service line can assist you if you have any questions about how your brokerage account statement reflects the Deposit Account balance at the Bank.

You may obtain information about the Deposit Account, including balances at the Bank and the current and future interest rates, by accessing your brokerage account at [Ameriprise.com](http://Ameriprise.com). If you do not currently have access to your brokerage account at [Ameriprise.com](http://Ameriprise.com) and wish to have access, please contact your advisor. If you do not have an advisor or internet access, please call our service line at the number listed above to obtain information.

**Notices**

All notices from us to you regarding any changes in either the AIMMA program or the ABISA program will be made in accordance with the notification process outlined in the Agreement. You agree that you will promptly read all such notices that we provide to you.

**Information about your relationship with clearing agent and the banks - Relationship with clearing agent**

AEIS is acting as your agent in establishing the Deposit Accounts at each Bank, depositing funds into the Deposit Accounts, withdrawing funds from Deposit Accounts and transferring funds among Deposit Accounts. Deposit Account ownership will be evidenced by a book entry on the account records of each Bank showing the Deposit Account as an agency account held by AEIS for the benefit of you and other AEIS customers and by records maintained by AEIS as your agent. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your brokerage account statements will reflect the balances in the Deposit Accounts at the Banks, and you should retain the brokerage account statements for your records. All transactions with respect to the IND service must be directed by AEIS. The Banks will not accept instructions from you with respect to the Deposit Accounts or provide you with information concerning the Deposit Accounts.

AEIS may, in its sole discretion, discontinue your use of AIMMA or ABISA as a sweep option. AEIS will notify you of such action and provide you information on the alternative sweep option chosen and other options available to you.



## Relationship With the Banks

Each Deposit Account constitutes a direct obligation of a Bank and is not directly or indirectly an obligation of AEIS. You can obtain publicly available financial information concerning each Bank at [ffiec.gov/nic](http://ffiec.gov/nic) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia, 22226 or by phone at 703.562.2200. AEIS does not guarantee in any way the financial condition of the Banks or the accuracy of any publicly available financial information concerning such Banks.

### Fees Paid to AEIS

For AIMMA, each Bank will compensate AEIS for the placement of funds based on the average daily deposit balances at that Bank. The total compensation paid by each participating Bank to AEIS is negotiated, and is based on either the Federal Funds effective rate or the one or three month London Interbank Offer Rate (LIBOR), plus up to 100 basis points (i.e., 1.00%). Of this amount, PIN may receive compensation from AEIS of up to 10 basis points as a service provider for AIMMA. **AEIS retains the balance of the amount paid by the participating Banks, less the amount of interest paid to you and the compensation to PIN.**

For AIMMA, if the participant bank holding your cash sweep balance has agreed to pay AEIS the Federal Funds Rate plus 0.20%, and the Federal Funds Rate is 2.15%, AEIS would receive 2.35% on your cash balance. If you are credited with interest of 0.35% on your cash balance, AEIS would retain 2.00%, from which it would pay its vendors and retain the rest as compensation for operating the sweep program. To give you an idea of the compensation AEIS earns from this program, we will provide you with a range of the rates AEIS has negotiated with participating banks as of a point in time. As of November 5, 2018, the rates paid by banks in the program were within a range of 2.25%-3.25%, but, depending on movement of interest rates, this range could be higher. We will update this information if rates increase to more than 4.25%, and you can find the most recent version of these "Other Important Brokerage Disclosures" at [www.ameriprise.com/disclosures](http://www.ameriprise.com/disclosures).

For ABISA, Ameriprise Bank, FSB, will not compensate AEIS, but will reimburse AEIS for its direct out of pocket expenses related to the sweep services provided.

## Information about FDIC insurance and SIPC

### Deposit Insurance

**General Information.** The Deposit Accounts are eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a maximum of \$250,000 (including principal and accrued interest) when aggregated with all other deposits held by you in the same insurable capacity at the same Bank (e.g., individual, joint, certain self-directed retirement account (e.g., IRA)). Your funds become eligible for deposit insurance immediately when a Bank accepts your deposits into Deposit Accounts. Any deposits, including certificates of deposit (CDs), that you maintain directly with a Bank or through an intermediary (such as AEIS or another broker-dealer) in the same insurable capacity, will be aggregated with funds in the Deposit Accounts at that Bank for purposes of the prescribed FDIC limit.

**In the event a Bank fails, the Deposit Accounts at that Bank are insured up to the \$250,000 limit for principal and interest accrued to the day the Bank is closed. AEIS is not responsible for any insured or uninsured portion of a Deposit Account. You are responsible for monitoring the total amount of deposits that you have with each Bank in order to determine the extent of deposit insurance coverage available to you.**

**Depending on the amount of deposits that you have at a Bank apart from the Deposit Accounts, you may wish to direct us to exclude that Bank from your applicable Bank List.**

Under certain circumstances, if you become the owner of deposits at a Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the FDIC \$250,000 limit with any other deposits that you own in the same insurable capacity at that Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides the six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and Clearing Agent before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Deposit Account or other deposits at the Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquirer until (i) with respect to deposits which are time deposits (e.g. certificates of deposit), the greater of either the expiration of a six month period from the date of the acquisition or the maturity date of the time deposits which were assumed, or (ii) with respect to deposits which are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance. The application of the \$250,000 federal deposit insurance limitation is illustrated by several common factual situations described below:

**Individual Customer Accounts.** Funds in an individual account are owned by one natural person. All individual accounts owned by the same person at the same Bank are insured up to \$250,000 in the aggregate. Funds owned by an individual and held in an account in the name of an agent or nominee of such individual (such as the Deposit Accounts held through AEIS) are not treated as owned by the agent or nominee, but are added to other deposits of such individual held in the same capacity (including funds held in a sole proprietorship) and are insured up to \$250,000 in the aggregate.

**Joint Accounts.** Funds in a joint account are owned by two or more natural persons. An owner's interest in funds in all accounts held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately and in addition to the insurance allowed on other deposits individually owned by or held in another insurable capacity by any of the co-owners of such accounts. For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner's interests in other Joint Accounts at the same depository institution. Joint Accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners. **Custodial Accounts.** Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor or other beneficiary held in the same insurable capacity and are insured up to \$250,000 in the aggregate.

**Formal revocable trusts** are written trust arrangements in which the owner retains ownership and control of the assets and designation of beneficiaries during his or her lifetime. The trusts may be referred to as "living" or "family" trusts. The beneficiaries of a formal revocable trust do not need to be included in the Broker's account records.

Funds in an account in which the owner evidences an intent, manifested in the title of the account, that at his or her death the funds shall belong to one or more certain beneficiaries, will be aggregated with other funds of the owner held in the same capacity at a Bank and insured as follows:

Number of beneficiaries	Maximum Coverage
5 or fewer	Number of account owners x number of beneficiaries x \$250,000
6 or more/equal allocation to beneficiaries	Number of account owners x number of beneficiaries x \$250,000
6 or more/unequal allocation to beneficiaries	The greater of \$1,250,000 or the total of specific allocations to each beneficiary, up to \$250,000 per beneficiary

Revocable trust accounts will be insured as to each named beneficiary, separately from other accounts of the owner or the beneficiary, provided that: (i) AEIS's account records evidence an intention that upon the death of the owner the funds will belong to such beneficiaries that are a natural person, charity or non-profit organization, and (ii) the beneficiaries of the revocable trust are specifically named in AEIS's account records. However, a revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a joint account, and will be aggregated with other joint accounts subject to the rules described above under "Joint Accounts".

**Irrevocable Trust Accounts.** Funds in an account established pursuant to one or more irrevocable trust agreements created by the same grantor (as determined under applicable state law) will be insured for up to \$250,000 for the interest of each beneficiary provided that the beneficiary's interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). According to the FDIC, **Coverdell Education Savings Accounts** will be treated as irrevocable trust accounts for deposit insurance purposes. The deposit insurance of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. The interest of a beneficiary in irrevocable trust accounts at a depository institution created by the same grantor will be aggregated and insured up to \$250,000.

**Deposit Insurance for Deposits Placed by Retirement Plans and Accounts - Generally.** You may have interests in various retirement plans and accounts that have placed deposits in accounts at the Banks. The amount of deposit insurance you will be entitled to, including whether the deposits held by the retirement plan or account will be considered separately or aggregated with the deposits of the same Bank held by other retirement plans or accounts, will vary depending on the type of retirement plan or account. It is therefore important to understand the type of retirement plan or account holding the deposits. The following sections entitled "Individual Retirement Accounts," "Pass-Through Deposit Insurance for Employee Benefit Plan Deposits" and "Aggregation of Plan and Account Deposits" generally describe the rules that apply to deposits of retirement plans and accounts.

**Because these rules determine the Maximum Applicable Deposit Insurance Amount available to you and whether your deposits at any one Bank held through different retirement plans and accounts will be aggregated for purposes of the Maximum Applicable Deposit Insurance Amount, you should consult with your tax or legal adviser before investing in the Deposit Accounts.**

**Individual Retirement Accounts.** Individual Retirement Accounts ("IRAs"), self-directed Keogh accounts, and any other self-directed retirement accounts are insured up to \$250,000 per depositor. Each person's deposits in self-directed retirement accounts at the same Bank are added together and insured up to \$250,000, separately, from any retirement accounts that are not self-directed and any nonretirement accounts. **Employee Benefit Plan Deposits and Pass-Through Deposit Insurance.** Employee benefit plan accounts are deposits of a pension plan, profit sharing plan or other employee benefit plan that are not self-directed. Employee benefit plan deposits are insured up to \$250,000 for each participant's interest in the plan if certain requirements are met. This coverage is known as "pass-through" insurance because the insurance coverage passes through the plan administrator to each participant's interest or share. This means that instead of an employee benefit plan's deposits at one Bank being entitled to only \$250,000 of insurance in total per Bank, each participant in the employee benefit plan is entitled to insurance of his or her interest in the employee benefit plan's deposits of up to \$250,000 per Bank (subject to the aggregation of the participant's interests in different plans, as discussed below). The pass-through insurance provided to an individual as an employee benefit plan participant is in addition to the \$250,000 deposit insurance allowed on other deposits held in an individual or other recognized insurance capacity by an individual with the Bank.

Subject to the limitations discussed below, under FDIC regulations an individual's non-contingent interests in the deposits of any one Bank held by many types of plans are eligible for insurance up to the Maximum Applicable Deposit Insurance Amount on a pass-through basis. This means that instead of an employee benefit plan's deposits at any one Bank being entitled to only the Maximum Applicable Deposit Insurance Amount in total per Bank, each participant in the employee benefit plan is entitled to insurance of his or her non-contingent interest in the employee benefit plan's deposits of up to the Maximum Applicable Deposit Insurance Amount per Bank (subject to the aggregation of the participant's interests in different plans, as discussed below). The pass-through insurance provided to an individual as an employee benefit plan participant is separate from the Maximum Applicable Deposit Insurance Amount allowed on other deposits held by an individual in different insurable capacities with the Bank.

The types of plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act (ERISA) (including Keogh plans, whether or not they are technically "employee benefit plans" under ERISA) and eligible deferred compensation plans described in Section 457 of the Internal Revenue Code of 1986. For purposes of Section 3(3) of ERISA, employee benefit plans are broadly defined to include most employee benefit plans, including most defined benefit plans and most defined contribution plans.

A deposit at any one Bank held by an employee benefit plan that is eligible for pass-through insurance is not insured for an amount equal to the number of plan participants multiplied by the Maximum Applicable Deposit Insurance Amount. For example, an employee benefit plan owns \$500,000 in deposits at one Bank and the participants are eligible for up to \$250,000 per plan beneficiary. The employee benefit plan has two participants, one with a non-contingent interest of \$425,000 and one with a non-contingent interest of \$75,000. In this case, the employee benefit plan's deposits would be insured up to only \$325,000; the individual with the \$425,000 interest would be insured up to the \$250,000 limit and the individual with the \$75,000 interest would be insured up to the full value of such interest.

The contingent interests of employees in an employee benefit plan and overfunded amounts attributed to any employee benefit plan are not insured on a pass-through basis. Contingent interests of employees in an employee benefit plan deposit are interests that are not capable of evaluation in accordance with FDIC rules and are aggregated and insured up to the Maximum Applicable Deposit Insurance Amount per Bank. Similarly, overfunded amounts are insured, in the aggregate for all participants, up to the Maximum Applicable Deposit Insurance Amount separately from the insurance provided for any other funds owned by or attributable to the employer or an employee benefit plan participant.

**Questions about FDIC Deposit Insurance Coverage.** If you have questions about basic FDIC insurance coverage, please contact your financial advisor. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity. You may

also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection, by mail (550 17th Street, N.W., Washington, D.C. 20429), by phone 1.877.275.3342, 1.800.925.4618 (TDD), by visiting the FDIC website at [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html), or by e-mail using the FDIC's On-line Customer Assistance Form available on its website.

#### **SIPC Coverage**

SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides protection against custodial risk to clients of securities brokerage firms, like Clearing Agent, in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the loss of your investment. Nor does SIPC insurance insure the quality of investments or protect against a decline or fluctuations in the value of your investment. SIPC protects each client's securities and cash held in a client's brokerage account at an insolvent brokerage firm. SIPC protects against the loss of customer securities and cash up to a total of \$500,000 (of which up to \$250,000 may be cash) per customer in each separate capacity under SIPC rules.

#### **Because AIMMA and ABISA are bank depository products covered under FDIC, they are not brokerage deposit products, and therefore are not eligible for SIPC coverage.**

If you have questions about SIPC coverage and additional excess SIPC coverage, please contact your financial advisor or visit our website at [ameriprise.com](http://ameriprise.com). You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at [www.sipc.org](http://www.sipc.org).

**Benefits of Money Settlement Options** Your brokerage account will accumulate cash over time, from regular or occasional deposits you may make or from interest earned or dividends paid on investments you own. The benefits of maintaining cash in your money settlement option include:

- Same-day access to cash to pay for purchase transactions so you're certain your account is funded before your transaction settlement date, eliminating issues with lack of "good funds" at settlement
- SIPC protection for Ameriprise Cash, up to \$250,000 per account.
- FDIC protection for AIMMA balances, up to \$2.5 million (\$5 million for joint accounts) as outlined above
- FDIC protection for ABISA balances, up to \$250,000
- In Ameriprise ONE Financial accounts, access to your cash via ATMs, checks, debit cards and online bill pay (generally for non-qualified accounts.)
- For qualified accounts, the ability to preserve the tax-qualified nature of cash held in the account, versus having to transfer cash from a qualified bank account to pay for securities purchases or account fees, or to a qualified bank account to obtain FDIC coverage.

#### **Business Continuity - Disaster Recovery Procedures**

While we are informed that the IND service is supported by adequate business continuity and recovery plans, there can be no assurances that the IND service will always be available, or that we will always be able to sweep your funds as planned. In the event that deposits cannot be placed through the IND service or the sweep program is otherwise disrupted, there may be a delay to the daily sweep process such that your cash assets may temporarily be unswept. In addition, an outage in the IND service may cause a delay in the calculation and/or crediting to your account(s) of the interest payment due on your AIMMA or ABISA deposits.

In the event that cash cannot be swept from your account(s) (due to an outage in the IND service or otherwise), you authorize AEIS to take the following steps pending restoration of the IND service:

- To receive and hold, as either a free credit balance in your account(s) or in a single bank FDIC-insured sweep program, all NEW funds directed to your account(s) during the service outage, and
- To redeem your sweep balance, in part or in total, and maintain the balance as a free credit balance in your brokerage account(s) or in a single bank FDIC-insured sweep program.

Cash held as a free credit balance in a brokerage account is not covered by FDIC insurance but instead is considered a cash balance covered under SIPC. AEIS may, but is not obligated to, pay interest on any free credit balance held in your brokerage account(s) as a result of an outage in the IND service. The interest rate applied to your free credit balance, if any, will be posted to our website, [ameriprise.com/cashrates](http://ameriprise.com/cashrates), and on your Ameriprise account statement.

A "single bank FDIC Insured sweep program" means we will cause your funds to be swept to a single bank which will provide no more than \$250,000 in FDIC coverage (\$500,000 for joint accounts). **Cash held in your account(s) in excess of FDIC limits will not be eligible for FDIC insurance. You are responsible for monitoring the cash balance in your account(s) for purposes of determining the limits of FDIC insurance coverage. We are not responsible for any uninsured portion of the cash balance you maintain in your account(s).**

In its response to any IND or other sweep program service outage, AEIS may at its discretion establish a money market mutual fund as the money settlement option for your account(s). If a money market mutual fund is established as the sweep option for your account (s), all new funds directed to your account(s) will be used to purchase shares in the money market mutual fund. AEIS may also redeem your AIMMA balance and purchase shares in the money market mutual fund.

At such time as the IND service is again available, AEIS may reestablish AIMMA and/or ABISA as the money settlement option for your account(s). In that event, all deposits of new funds directed to your account(s) will again be processed through the IND service, as will funds that are held as a free credit balance or which have been placed in the single bank FDIC-insured sweep program. If a money market mutual fund is established as your sweep option due to the service outage, we will redeem all shares of the money market mutual fund sweep and will deposit the redemption proceeds through the IND service.

During any disruption to the sweep program or to the IND service, AEIS will provide you with notice of the actions it takes (which notice may be through your account statement, via electronic mail, and/or by posting to our website, [ameriprise.com/cashrates](http://ameriprise.com/cashrates)) and with information regarding the money settlement option chosen for your account(s), as well as any other options available to you. We will provide such information to you as promptly as possible and as required by law or regulation.

You may also direct us at any time to liquidate any assets held in any money settlement option and hold the proceeds as a free credit balance in your account(s) or remit them to you.

**Business Continuity - AIMMA Deposit Capacity**

The AIMMA program's ability to sweep available cash balances to participating program Bank(s) depends on each Bank(s) capacity to accept the deposits. If the program Bank(s) do not have enough capacity to accept additional deposits or reduce existing capacity and AEIS determines that sweeping additional deposits to the Bank(s) is not feasible, you authorize us to automatically move any uninsured cash balances (those in excess of the FDIC insurance limits described above) in your Deposit Account(s) to shares of the Dreyfus Government Cash Management – Wealth Shares money market mutual fund. Purchases of this money market mutual fund will be made at NAV within one business day after cash balances, that cannot be placed with participating program Bank(s), move into your account or existing cash balances in your Deposit Account(s) become uninsured or are not able to be placed with participating program Bank(s). To the extent there is sufficient capacity within the AIMMA program such that a program Bank could accept new deposits, those deposits will continue to be placed in the Deposit Accounts in accordance with the procedures described in the Bank List section.

If neither the Banks nor the money market mutual fund provide sufficient deposit capacity to accept additional cash deposits, the cash in your account will be held as a free credit balance. If your account maintains investments in the money market mutual fund made through the AIMMA program or within any free credit balances, cash you use in your account will be first be deducted from any free credit balances, then redeemed from the money market mutual fund, and finally withdrawn from the Bank Deposit Account balances.

AEIS will attempt to reallocate cash balances from the money market mutual fund to the Deposit Accounts of the Banks to help enhance your potential FDIC coverage. You authorize AEIS to liquidate your money market mutual fund shares in an amount equal to the amount of program Bank capacity available to you. This amount will then be allocated to the Banks on the Bank List as described above. AEIS will review for potential reallocations into Deposit Accounts periodically, and at least on a monthly basis. We may not be able to re-allocate all of your funds in the money market mutual fund to the Banks on the Bank List on the same day, and available cash balances may be invested in the money market mutual fund even after there has been a reallocation of some or all of your funds from the money market mutual fund to the Banks if there is insufficient Bank capacity available.

Your account statement will reflect the location and type of all your deposits within the AIMMA program. If we implement the money market mutual fund contingency, we would inform you by updating our website [ameriprise.com/sweeprates](https://ameriprise.com/sweeprates) as soon as administratively feasible and notifying you in your next quarterly statement. We anticipate the use of the money market mutual fund would be temporary and we would notify you when we are able to remove the money market mutual fund feature's use from the AIMMA program. While you cannot designate the money market mutual fund as ineligible to receive your funds like with the program Banks, you can affirmatively elect to use a free credit balance as your money settlement option.

**Cash swept into the money market mutual fund is not insured by FDIC, NCUA or any federal agency, is not deposits or obligations of, or guaranteed by any financial institution, and involves investment risks including possible loss of principal and fluctuation in value.** The dividends earned on shares of the money market mutual fund will not be payable in cash but will be reinvested each month into additional shares of the fund at net asset value. The rate of return on the money market mutual fund will generally differ from and may be less than the rate of interest being paid in the Deposit Accounts. Current rates are always available at [ameriprise.com/sweeprates](https://ameriprise.com/sweeprates). Money market mutual funds generally seek to preserve the value of an investment at \$1.00 per share, but there is no assurance that will occur, and it is possible to lose money. Details about the Dreyfus Government Cash Management – Wealth Shares fund are available at <https://www.ameriprise.com/binaries/content/assets/ampcom/dreyfus-government-cash-management-fund-wealth-class-prospectus.pdf>.



**ELECTRONIC SERVICES AGREEMENT**

**IMPORTANT:** You must read this Electronic Services Agreement before using any of the electronic services offered through your Introducing Broker accounts, which may include order execution and financial market information access (hereafter referred to collectively as "The Services"). Your use of The Services, or signed acknowledgement, indicates your acceptance of all of the following terms. In consideration of our accepting and carrying one or more accounts for you, in addition to the above, if you choose to effect transactions using our electronic services which may include order execution and financial market information access, you hereby consent and agree that:

**1. Financial Market Information; Limited Warranty.** You acknowledge financial market information accessible through The Services (the "Information") has been independently obtained by various securities markets, such as stock exchanges, and their affiliates, and others collectively, "Information Providers") through sources believed to be reliable. The accuracy, completeness, timeliness or correct sequencing of the information is not guaranteed by the Introducing Broker, the Information Providers, any parties transmitting the Information ("Information Transmitters") or other service facilitators ("the Service Facilitators"). You understand there may be delays, omissions or inaccuracies in the Information and you agree that neither the Introducing Broker, the Information Provider, the Information Transmitters nor the Service Facilitators shall have any liability, contingent or otherwise, for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or action taken by your reliance upon the Information or The Services, or for interruption of any data, information or aspect of The Services. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF THE SERVICE (INCLUDING BUT NOT LIMITED TO INFORMATION ACCESS AND ORDER EXECUTION).

**2. Limitations of Liability.** YOU AGREE THAT IN NO EVENT WILL THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS OR THE SERVICE FACILITATORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SERVICE), EVEN IF THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS OR THE SERVICE FACILITATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU FURTHER AGREE THAT THE LIABILITY OF THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS AND THE SERVICE FACILITATORS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICE OR THE INFORMATION, WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE.

You acknowledge and agree neither the Introducing Broker, the Information Providers, the Information Transmitters nor the Service Facilitators shall be liable for any loss resulting from a cause over which such entity does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, severe weather, earthquakes, and strikes or other labor problems. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

**3. Proprietary Information.** The Information is the property of the Information Providers or others and is protected by copyright or other proprietary rights. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Introducing Broker and the relevant Information Provider(s); nor to use the Information for any unlawful purpose. You agree to comply with reasonable requests by the Introducing Broker to protect the Information Providers' and the Introducing Broker's respective contractual, statutory and common law rights in the Information and the Service.

**4.** You will use the Introducing Broker electronic services only in accordance with this Agreement and any additional futures services will only be used in accordance with this Agreement.

**5.** You shall be the only authorized user under this Agreement. Further, you shall be responsible for the confidentiality and use of your access identification name and password information. You understand that you shall be solely responsible for all orders entered through the Introducing Broker electronic services using your login ID, sign-on password and/or trading password. All orders shall be deemed to be made at the time received and in the form received.

**6.** You acknowledge that the Introducing Broker, in providing you with the Introducing Broker electronic service has relied upon your agreement to be bound by the terms of this Agreement, and any user license agreements related to any service software. You further acknowledge that you have read, understood, and agreed to be bound by the terms of all user license agreements, if any, and hereby reaffirm your acceptance of these terms.

**7.** You further understand and agree that, as a condition of using the Introducing Broker electronic service to place orders or send information, you shall immediately notify the Introducing Broker if you become aware of:

- any loss or theft of your access number(s), password(s) and/or account number(s).
- any unauthorized use of any of your access number(s), password(s) and/or account number(s); or of the Services or any information provided by the Services.
- any failure by you to receive a message that an order initiated by you through the Services has been received and/or executed through The Services.
- any failure by you to receive accurate written confirmation of an order within five (5) business days after entering the order through The Services
- any receipt of confirmation of an order which you did not place, or any similar inaccurate or conflicting report of information or any discrepancy in the account balance or securities positions.

All notifications to the Introducing Broker pertaining to this agreement shall be directed to us by mail.

**8.** If you fail to notify the Introducing Broker when any of the above conditions occurs neither the Introducing Broker, nor the Clearing Broker, will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling, or loss of any order or other business. Any liability arising out of any action or omission by the Introducing Broker Dealer to provide services to you here under shall be limited to an amount equal to the benefit which would have resulted from the transaction during the five (5) business days in which you should have acted.

**9.** You understand if there is a restriction on your account(s) with us, you will not be able to use The Services trading function. Further, the Introducing Broker reserves the right in its sole discretion to request a cash or equity deposit prior to the execution of any transaction through The Services. The Introducing Broker will not be responsible for any delay or failure to provide The Services, including the execution of any securities order, in the event there is a restriction on your account or you delay or fail to make such deposit.



10. You understand that The Services may be provided in accordance with Information Transmitters or Service Facilitators to whose terms you have agreed and those terms shall apply to this Agreement and are incorporated herein by reference.
11. You acknowledge that neither The Services nor any of the Information is intended to supply tax or legal advice. Although The Services may provide access to numerous recommendations about how to invest and what to buy, none of these recommendations are developed or endorsed by the Introducing Broker. In The Services, the Introducing Broker is not recommending any investment advisory service or product, nor does the Introducing Broker offer any advice regarding the nature, potential value or suitability of any particular security transaction or investment strategy. You acknowledge that all orders are at your sole risk.
12. You agree to be liable for any and all charges in connection with the use of The Services, including, but not limited to, our regular commission Schedule.
13. You agree to pay all subscription, service and use fees, if any, which are charged by us for The Services and agree that such fees may be changed without notice. You agree to pay all costs (including attorney's fees), if any, incurred by the Introducing Broker in collecting overdue fees from you. You also agree to pay all federal, state, and local taxes applicable to your use or receipt of The Services. You hereby grant the Introducing Broker a continuing security interest in the assets in your account(s), to secure the timely payment of all fees owed by you for The Services and any other amounts owing under this Agreement.
14. You agree that the Introducing Broker may modify The Services or change the terms of this Agreement, in whole or in part, upon notice through an electronic service or in writing.
15. All price and security information provided through The Services is believed to be reliable; however, because of the volume of information, and the frequency with which it changes, the information can only be provided on a best efforts basis for the convenience of the user, and neither the Introducing Broker, nor the Clearing Broker, any of its Information Providers, or Service Facilitators is liable for any investment decisions made using the information provided.
16. You understand and acknowledge that due to security risks, you should not send any personal or identifying information, such as your account numbers, card account numbers, Social Security numbers, passwords, etc. via Internet email. You agree that we will not be responsible for any loss or damage resulting from the interception by third parties of any information you send us via email.
17. **A.** You agree to indemnify and hold the Introducing Broker, the Clearing Broker, Information Providers and Service Facilitators harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary, and privacy rights. These indemnification and hold harmless obligations will survive the termination of this Agreement.
- B.** The Introducing Broker reserves the right to terminate your access to The Services or any portion of it in its sole discretion, without notice and without limitations, for any reason whatsoever, including but not limited to the unauthorized use of your access number(s), password(s), and/or account number(s), breach of this Agreement, and discontinuance of the Introducing Broker's access to any Information or data from any Information Provider or Service Facilitator or termination of one or more agreements between the Introducing Broker, the Information Providers, Information Transmitters or Service Facilitators. In the event of a termination by the Introducing Broker, the Information Providers, the Information Transmitters, Service Facilitators, the Introducing Broker and the Clearing Broker shall have no liability to you.

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## ELECTRONIC FUND TRANSFER DISCLOSURE

**Applicability of these disclosures.** These disclosures, and the rights and obligations contained therein, apply only to customers who are natural persons whose account was established primarily for personal, family or household purposes. They are applicable only to accounts and transactions governed by the Federal Electronic Fund Transfer Act and the federal Consumer Financial Protection Bureau's Regulation E and (for Massachusetts residents) Chapter 167B of the Massachusetts General Laws and any regulations promulgated thereunder. Throughout this Disclosure, "you", "your" and "yours" refer to the brokerage account holder(s) who are obligated on the brokerage account. "We", "us", and "our" refer to the Introducing Broker, Clearing Broker and/or Ameriprise Financial.

**Types of Electronic Fund Transfers.** If you sign the appropriate documentation as required by us, you may make the following types of electronic funds transfers to or from your account: preauthorized payments from your account to third parties, such as the payments you make to Ameriprise Financial on your American Express card account;

1. **Automatic funds transfer ("AFT") transactions made through the Automated Clearing House system between your account and accounts at financial institutions; direct deposit of funds to your account; and telephone transfers.**
2. **Limits on Electronic Fund Transfers.** You cannot make any transfers out of your account that exceed the combined asset value of your account as described in your agreement. For any single AFT Transaction, the minimum amount is \$100, and the maximum amount is \$100,000. All electronic fund transfers are limited by the amount of available funds in any account from which the transfer is requested. For security reasons, there may be other limits on electronic fund transfers that you can make.
3. **Fees.** There is currently no charge for AFT Transactions. We may add or change fees for electronic fund transfers by giving notice to you.
4. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, you shall call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:
  - (1) Tell us your name and account number (if any).
  - (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
  - (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**1. Business Days.** For purposes of these disclosures, every day is a business day, except Saturdays, Sundays, and federal holidays.

Withdrawals done on non-business days are considered made on the following business day.

**2. Record of Transactions.** Your monthly statement will list all electronic fund transfers made in connection with your account.

**3. Your Liability for Unauthorized Transactions.** If your statement shows withdrawals or transfers that you did not make or other inaccuracies, you shall tell us at once. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe that someone has transferred or may transfer money from your account without your permission, you shall call us between 8 a.m. and 5 p.m. Central time or write to us at the Introducing Broker location identified on the client application.

**4. Our Liability.** We will be liable to you for any actual losses you suffer if we fail to complete a properly requested electronic fund transfer, or to stop payment of a transfer, in accordance with the terms of this Disclosure or any other written agreement we may have with you. However, we will not be liable to you if an electronic fund transfer cannot be completed or you receive less cash than you requested if, through no fault of ours, your account or bank account does not have enough money to complete the transaction, the transfer will exceed any credit available to you in your account, the funds in your account are subject to legal process or other encumbrance restricting the transfer. There may be other exceptions in our agreements with you.

**5. Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: You shall call or write to us at the Introducing Broker location identified on the client application in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us within 14 days after you call. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**6. To Find Out if a Preauthorized Transfer Has Been Made.** If you have authorized an electronic fund transfer to or from your account, you can call us to find out if the transfer has been made.

**7. Changing This Disclosure and These Rights and Responsibilities.** We may change this Disclosure at any time upon notice to you, or without notice to you, whenever the account description or Fund Prospectus is modified. We or any participating bank, financial institution or ATM network may add or remove any or all ATMs or extend, limit or eliminate the services provided at any or all ATMs without notifying you beforehand. From time to time, the rights and responsibilities with respect to electronic fund transfers may change. You shall be notified of any changes as required by applicable law. However, if the change is necessary for security reasons, you do not have to be notified.

### Money Settlement Options

Account Type	Ownership	Retail Brokerage <sup>b</sup>	SPS Advantage	Discretionary Managed Accounts (e.g., Active Portfolios, SMA, SPS Advisor)
Non-Qualified Accounts	All accounts except for AIMMA ineligible ownerships <sup>a</sup>	AIMMA <sup>1</sup> – Default <i>Ameriprise Cash</i> <sup>2</sup> – Secondary		
	AIMMA ineligible ownerships <sup>a</sup>	Dreyfus Government Cash Management - Wealth Shares - Default <i>Ameriprise Cash</i> <sup>2</sup> – Secondary		
Qualified Accounts	All IRA types, Coverdell ESAs, Custodial/Trusteed qualified plans (e.g. Profit Sharing, Defined Benefit Plans, 401(k)) excluding trustee directed 401(a)	AIMMA <sup>1</sup>		ABISA <sup>1</sup>
	Trustee Directed 401(a)	AIMMA <sup>1</sup>	ABISA <sup>1</sup>	
	TSCA/403(b)	Dreyfus Government Cash Management - Wealth Shares		Dreyfus Government Cash Management – Institutional Shares <sup>3</sup>
Non-Qualified and Qualified Accounts	Ameriprise Bank, FSB as Trustee	Dreyfus Government Cash Management - Institutional Shares <sup>3</sup>		

<sup>a</sup> AIMMA ineligible ownerships include Broker/Dealers, Banks or Trust Companies, Insurance Companies, Mutual Fund Companies and Foreign Institutions (including Foreign non-profit institutions)

<sup>b</sup> Retail product classes are Basic Brokerage, Basic Brokerage Qualified, ONE, Smart Trade, Smart Trade Tax Qualified, and Tax Sheltered Cust Brokerage

<sup>1</sup> AIMMA and ABISA are FDIC-insured, interest-bearing bank deposit products offered by Ameriprise Financial Services, LLC and are not covered by SIPC.

<sup>2</sup> *Ameriprise Cash* is an interest-bearing free credit balance held in your brokerage account by American Enterprise Investment Services, Inc. (AEIS), an affiliate clearing broker of Ameriprise Financial Services, LLC, and is covered by SIPC.

<sup>3</sup> For more information about Dreyfus funds, visit [dreyfus.com](https://dreyfus.com).

For current sweep rates, go to [ameriprise.com/sweep rates](https://ameriprise.com/sweep rates)

Depending on account ownership, certain cash sweep deposit programs may not be available to all account types. Refer to the account application for further details or specifics.

Uninvested cash balances will sweep daily into the designated or default money settlement option within two business days following the date of deposit. All options except AIMMA, ABISA, and *Ameriprise Cash* are money market mutual funds offered by Dreyfus. Assignment of a designated sweep option, other than *Ameriprise Cash*, will be processed upon receipt of a signed application or other instruction. Funds deposited prior to the sweep option assignment will be held in a non-interest bearing cash position.

Brokerage, investment and financial advisory services are made available through Ameriprise Financial Services, LLC, Member FINRA and SIPC.

Money Market Mutual Funds (“MMFs”). An investment in a money market fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. MMFs may be subject to liquidity gates and fees which could restrict access to investments in those funds and/or result in a fee being charged as described in the fund prospectus. Institutional MMFs may not have constant net asset values. Please speak to your advisor or refer to the fund prospectus for additional detail.

**Investment products are not federally or FDIC insured, are not deposits or obligations of, or guaranteed by, any financial institution, and involve investment risks including possible loss of principal and fluctuation in value.**

All securities transactions are cleared by American Enterprise Investment Services, Inc., a wholly owned subsidiary of Ameriprise Financial, Inc.

American Enterprise Investment Services is a member of the Financial Industry Regulatory Authority (FINRA), and Securities Investor Protection Corporation (SIPC).

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# APPENDIX

June 30, 2021



## Working in your best interest

### Regulation Best Interest and your brokerage relationship with Ameriprise Financial

Ameriprise Financial has helped millions of people achieve their goals – including working together toward a more confident retirement. For more than 125 years, our greatest focus has been providing financial solutions for a lifetime, delivering the clear information you expect to receive about your finances and the relationship with a firm and financial advisor who make recommendations in your best interest. This document provides important information regarding your brokerage account and commission-based securities products.

We are proud to adhere to the consumer protection principles of putting our clients' interests first and transparency. That is why we are committed to the Securities and Exchange Commission's ("SEC") Regulation Best Interest that requires us to act in your best interests when making securities recommendations and to address any potential conflicts of interest we may have with respect to those recommendations.

#### **PART I**

#### **Our Brokerage Relationship With You.**

Ameriprise Financial Services, LLC ("Ameriprise Financial Services", "Ameriprise", or "we") is registered with the SEC as both an investment adviser and a broker-dealer. This means that we offer both brokerage and advisory products and services. This document focuses on the products and services Ameriprise Financial Services offers to retail clients through Ameriprise financial advisors in its capacity as a broker-dealer. We provide information to help you evaluate the benefits, risks, and costs of the investments and services we offer as part of a brokerage relationship and our approach to working together. We also provide information about the material conflicts of interest associated with recommendations we or our financial advisors make to our retail brokerage clients. We are required to eliminate or mitigate and disclose any such conflicts.

A brokerage relationship typically refers to a commission-based brokerage account and the investment products available within that account. However, you may also purchase commission-based products through an Ameriprise financial advisor that are not held in a brokerage account, such as Ameriprise certificates, variable insurance, and variable annuity products. In certain instances, you may hold investment products directly with the product sponsor, known as "direct at fund" or "direct at issuer positions." We refer to all of these products and services collectively as a brokerage relationship throughout this document.

#### **Best Interest Standard of Care.**

Our commitment to act in your best interest and not place our interests ahead of yours includes the following types of brokerage relationship recommendations:

- Individual securities transactions or a series of transactions;
- Investment strategies involving securities including account type (managed or brokerage account);
- IRA rollovers; and
- Taking a retirement plan distribution for the purpose of opening a securities account.

When making any of these types of recommendations, your financial advisor must act in your best interest at the time the recommendation is made, taking into consideration your investment profile and other relevant factors, as well as the potential risks, rewards, and costs of reasonably available alternatives we offer.

#### **Overview of Products and Services We Offer.**

As you pursue your financial goals, it is important to understand the features, as well as the fees, costs, risks, benefits and other factors associated with the commission-based securities products and services you may purchase. While not all of the information included here will apply to your specific situation today, we encourage you to refer to this document (or any updated version that has been provided or made available to you) whenever you purchase new products or services through a brokerage relationship, so that you have the information you need to make an informed decision. You may access the most current version of this document at [ameriprise.com/bestinterest](http://ameriprise.com/bestinterest).

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Before opening a brokerage account or purchasing commission-based securities products, it is important that you understand and consider all fees, expenses, and other charges. Specific information concerning the account and transaction fees, and other charges of the account types we offer, is available in: (i) the Ameriprise Brokerage Client Agreement; (ii) the Other Important Brokerage Disclosures document which covers key disclosures including this Appendix; and (iii) the Ameriprise Financial Schedule of Account and Service Fees, all of which are available at [ameriprise.com/disclosures](http://ameriprise.com/disclosures).

Your financial advisor may voluntarily review your brokerage account to determine whether to make a recommendation to you; however, your brokerage relationship does not include account or investment monitoring.

For each investment strategy or investment product you choose for your account, please also be sure to review all pertinent sales literature, prospectuses, account agreements, policies, contracts, and other offering documents (collectively, "Offering Materials"), all of which are available from your financial advisor, before making an investment decision. Consider carefully all risks and other factors explained in the Offering Materials and remember - while investing for the future is the goal, investing has some degree of risk, and it is possible to lose money on any investment.

Investment products typically also include underlying fees ("Investment Costs"). These may include sales charges, investment management fees, servicing or distribution fees, and other fees that are charged by the investment product's sponsor or investment manager. These costs are in addition to the transaction-based fees that you pay directly from your brokerage account. They are paid indirectly by you through the assets of the investment product, for example as a shareholder in a mutual fund. Investment Costs reduce the value of your investment in the product and reduce the investment performance of your account.

In the remaining paragraphs of this section we provide an overview of the types of products and services our financial advisors may recommend to you, along with the types and general ranges of the fees and costs associated with each. **These fees and costs may increase or change over time and are provided as of the date of this document.** The specific types of Investment Costs associated with an investment product are disclosed in the applicable Offering Materials for each product. Please review all applicable information carefully before you make an investment decision and contact your financial advisor if you have questions about the types of fees and costs that are associated with your account and the specific investment products you hold.

#### *Fees, Costs, and Considerations Relating to Your Brokerage Relationship.*

Ameriprise brokerage accounts feature a commission-based fee structure where you typically pay point-in-time transaction-based fees such as commissions, sales credits, sales charges, and order handling fees when you purchase or sell an investment product in your account. The total cost to you in a brokerage account will include: (i) all transaction-based fees; (ii) Investment Costs; and (iii) recurring account maintenance fees such as an annual custodial fee that may be charged in an account that is part of a tax-qualified plan and other incidental account fees as described in the Ameriprise Financial Schedule of Account and Service Fees. Investment Costs are discussed in more detail below.

Brokerage accounts enable you to invest in many different types of investment products including mutual funds, stocks, bonds, exchange-traded products, unit investment trusts, annuities, and alternative investments.

This document is limited to describing important information regarding a brokerage relationship with us. There are circumstances where you may benefit from a managed account or both a managed account and a brokerage account for different portions of your investment portfolio. Information regarding Ameriprise managed accounts can be found in the Ameriprise Managed Accounts Client Disclosure Brochure available at [ameriprise.com/disclosures](http://ameriprise.com/disclosures).

You should also review the **money settlement option** available for your brokerage account. A money settlement option is a feature offered by Ameriprise Financial Services that is primarily intended to hold cash: (i) pending investment into your account; (ii) to cover your account-level fees; (iii) to cover systematic cash withdrawals you have established for your account(s); (iv) for checking or debit card activity and to make bill payments ("Cash Management Activities"); and (v) for settling transactions in your account. Available money settlement options include either a free credit balance held in your account covered by Securities Investor Protection Corporation ("SIPC"), or a program that provides for the automatic movement or "sweep" of uninvested cash balances in your account into the money settlement program (each, a "Sweep Program").

A Sweep Program is not an investment strategy and is not intended as an investment option for you to maintain a significant cash balance for an extended period of time. Consider whether you have a short-term investment horizon, or whether you are holding cash for asset safety purposes (such as during periods of volatile or uncertain market conditions). In those cases, you should consider and discuss with your financial advisor other investment products offered within a brokerage account that may offer capital preservation with a higher rate of return for the cash component of your asset allocation. These investment products include Ameriprise® Certificates, brokered certificates of deposit, treasuries and positional money market mutual funds and are a more appropriate choice for investing cash than maintaining a significant cash balance in an account for an extended period. Your financial advisor can provide you with information about the cash management products available to you.

Money settlement options available through Ameriprise Financial Services include both the Sweep Program we have assigned to your account and, for individuals who opt out of the Sweep Program, our free credit balance option. Sweep Programs are made available in accounts offered by Ameriprise Financial Services in its capacity as a broker-dealer, and services are provided by our affiliated clearing agent, American Enterprise Investment Services ("AEIS"), as part of the overall brokerage services provided to your account(s) pursuant to the "Money Settlement Options" section of the Ameriprise Brokerage Client Agreement. Your financial advisor does not recommend the Sweep Program offered to you for any particular account(s) and revenues received by our affiliates related to the Sweep Programs are not shared with financial advisors.

**Accounts with Ameriprise Insured Money Market Account ("AIMMA") Sweep Program:** If your account sweeps to AIMMA, our multi-bank sweep program, AEIS receives and retains compensation for its services related to AIMMA based on the cash deposits held at each program bank. As of May 3, 2021, the rates paid by unaffiliated program banks participating in AIMMA were within a range of 0.00% to 1.00%, but, depending on movement of interest rates, this range could be up to 2.00%. Ameriprise Bank, FSB ("Ameriprise Bank") does not compensate AEIS for its sweep services provided or for the cash deposits held at Ameriprise Bank, but reimburses AEIS for its direct out of pocket expenses related to AIMMA. The banks participating in AIMMA earn income by lending or investing the deposits they receive and charging a higher interest rate to borrowers, or earning a higher yield, than the banks pay on the deposits held through AIMMA. This difference is known as the "spread." Like the unaffiliated banks participating in AIMMA, Ameriprise Bank earns spread revenue when it participates in AIMMA.

**Accounts with Dreyfus Money Market Mutual Fund Sweep Program:** If your account sweeps to a money market mutual fund, our affiliate AEIS may receive Cost Reimbursement Payments, as defined in the "Third Party Payments and Cost Reimbursement Payments Received by AEIS" section, of up to 0.42% of the amount held in that money market mutual fund program.

**Accounts with a Free-Credit Balance as a Money Settlement Option:** If you have opted out of a cash sweep program and your uninvested cash is held in a free-credit balance with our affiliate AEIS, it may earn interest or other revenue on the balance, and may (but is not obligated to) pay interest on cash held as a credit balance in your account.

More details regarding Sweep Programs offered by Ameriprise Financial Services is available in the Other Important Brokerage Disclosures document and the "Money Settlement Options" section of the Ameriprise Brokerage Client Agreement available at [ameriprise.com/disclosures](https://ameriprise.com/disclosures).

*Fees, Costs and Considerations Relating to Investment Products Held in Your Commission-Based Account.*

Ameriprise Financial Services offers a broad range of investment products, which are described in the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/). Investment products available within a brokerage relationship are listed below, along with a summary of the fees and costs you can expect to pay as a retail brokerage client. Commissions, sales charges, sales credits, and sales loads shown, are based on the value of the investment product purchased or sold. Ongoing costs do not include any Investment Costs charged by the investment product and are based on the amount of your investment over time on an annualized basis, unless otherwise indicated.

Generally, trades within a brokerage account will incur a \$6 order handling fee, which is not shared with your financial advisor and covers costs associated with processing the order. Ameriprise Financial Services and our affiliates receive compensation, in addition to the fees and costs you pay directly from your account, as described in the "Overview of Compensation Received by our Firm and our Affiliates" section.

**Equities, Exchange Traded Products ("ETPs"), Exchange Traded Funds ("ETFs"), and Options:** When you purchase or sell equities, ETPs, ETFs, and options in a brokerage account, you will pay a sales commission. Commissions on equities, ETPs, and ETFs, when placed online in a self-directed brokerage account, range from \$0 to generally \$19.95; when placed with your financial advisor, commissions on equities, ETPs, and ETFs range from a minimum of \$65 to generally in the range of 2% to 3% of principal and rarely greater than 5% of principal. Commissions on options, when placed online in a self-directed brokerage account, are generally \$19.95 plus \$2 per contract, with a \$35 minimum; when placed with your financial advisor, commissions on options range from a minimum of \$40 to generally in the range of \$40-\$200 but may be greater based on principal and number of contracts. Such fees for equities, ETPs, ETFs, and options may be negotiable with your financial advisor based on services provided.

**Fixed Income Securities and Brokered Certificates of Deposit ("CDs"):** When you purchase or sell fixed income securities or CDs in a brokerage account, you will pay a commission or sales credit. The commission or sales credit you are charged will vary depending on the maturity, call date, credit quality, type of bond, and whether the transaction is a purchase or sale. Commissions or sales credits on CDs and fixed income securities range from a minimum of \$25 to generally in the range of 0.20% to 2.75% of principal but no greater than 2.75% of principal and may be negotiable with your financial advisor based on services provided. For new issue CDs, you do not pay a sales credit or commission.

**Mutual Funds:** Mutual funds come in a variety of share classes with differing expense structures. In a brokerage account, mutual funds offered by Ameriprise Financial Services most commonly are Class A or Class C shares. For Class A shares you will pay a "front-end" sales charge of generally up to 5.75%, which may be reduced when making larger purchases. For Class C shares and Class A shares purchased at NAV, you may pay a contingent deferred sales charge. For both Class A and Class C shares, you will pay 12b-1 fees as ongoing expenses. These sales charges and 12b-1 fees are shared between Ameriprise and your financial advisor.

The table below provides an overview of general fee ranges and annual operating costs associated with the various share classes. Class A, Class C, and in limited circumstances Class M shares are the only share classes offered in a brokerage account, although other share classes can be held in a brokerage account, including share classes of mutual funds that do not meet our due diligence standards to be held in a managed account. You can find more information on sales charges, operating expenses and other costs involved in purchasing and owning mutual funds through Ameriprise, including the factors that may influence what mutual funds your Ameriprise financial advisor recommends to you by visiting our website at [ameriprise.com/funds](https://ameriprise.com/funds) and clicking on "An investor's guide to purchasing mutual funds and 529 plans through Ameriprise Financial".

Share Class	A	C	M
Maximum sales charge range for equity funds	4.00%-5.75% Average: 5.55%	N/A	3.50%
Maximum sales charge range for fixed income funds	2.00%-5.50% Average: 3.75%	N/A	2.75%-4.00% Average: 3.91%
Maximum sales charge range for short term fixed income funds	0.00%-4.00% Average: 2.13%	N/A	2.75%
Maximum contingent deferred sales charge imposed on redemptions	N/A <sup>1</sup>	1.00%	N/A
Annual 12b-1 fees	0.25%	1.00%	0.15%-0.50% Average: 0.44%
Total annual operating expense ranges	0.44%-2.34%	0.94%-3.09%	0.63%-1.71%
Average total annual operating expenses for equity funds	1.24%	1.99%	1.38%
Average total annual operating expenses for fixed income funds	0.88%	1.61%	0.86%
Average total annual operating expenses for short term fixed income funds	0.74%	1.36%	0.71%

<sup>1</sup>Class A shares with waived sales charges may apply a contingent deferred sales charge.

**529 Plans:** You will pay plan level annual maintenance fees for 529 plans from \$0 to \$25 annually. Investments in 529 plans are generally either in Class A or Class C shares. The maximum sales charge for Class A shares generally ranges from 2.5% to 5.75%, with a distribution or marketing fee between 0% to 0.25%, but generally is set at 0.25%. Class C shares do not have a front-end sales charge and their distribution or marketing fee generally ranges from 0.50% and 1.00%. These sales charges and distribution or marketing fees are shared between Ameriprise Financial and your financial advisor. Total average annual expenses for plans offering Class A shares generally range from 0.61% to 1.29% and for plans offering Class C shares generally range from 1.14% to 2.03%. There is no order handling fee for 529 plans.

**Unit Investment Trusts ("UITs"):** When you purchase UITs through a brokerage account you will pay a deferred sales charge, generally in the range of 1.85% to 3.50%, depending on the length of the term of the trust. The sales charge includes a creation and development fee of 0.5%. UITs may also be subject to Investment Costs, such as portfolio monitoring, bookkeeping, administration and other operating expenses. These expenses generally range from 0.45%-1.87%.

**Structured Products:** Structured products are bundled investments, often designed to provide some principal protection with market exposure. Structured products can be in the form of structured CDs, principal protected structured notes, and structured notes without principal protection. When you purchase or sell structured products in a brokerage account, you will pay a sales charge or commission which varies depending on the complexity and tenure of the security and ranges from a minimum of \$0 to generally in the range of 0.75% to 3% of principal.

**Alternative Investments:** Ameriprise Financial Services offers a wide range of non-traditional investment solutions that can complement your investment portfolio, including non-traded real estate investment trusts ("non-traded REITs"), non-traded business development companies ("non-traded BDCs"), non-traded closed-end funds ("non-traded CEFs"), hedge fund offerings, managed futures funds ("managed futures"), private equity offerings, real estate private placement funds, tax-deferred real estate exchanges ("1031 exchanges"), and exchange funds. The fee structure varies among each solution, please review the applicable Offering Materials carefully to understand each investment's cost structure and Investment Costs. Generally, when you purchase an alternative investment in a brokerage account, you will pay a sales charge or placement fee at the time you purchase your investment, an ongoing management fee that is typically based on the total value of your investments, and a servicing or distribution fee on an ongoing basis or for a period of time. The table below shows a general representation of the fees associated with our current offerings:

Alternative Investment Product	Maximum Sales Charge or Placement Fee	Ongoing Management Fee	Shareholder Servicing, Distribution Fees
Non-traded REITs	3.50%	0.75%-1.25%	0.85%-1.00% <sup>1</sup>
Non-traded BDCs	3.50%	1.25%	0.85% <sup>1</sup>
Non-traded CEFs	3.50%	1.00%-1.25%	0.50%-0.85% <sup>1</sup>
Hedge Funds	3.00%	1.00%-2.00%	0.00-0.75%
Managed Futures	2.00%	1.50%-2.50%	0.00-0.75%
Exchange Funds	1.50%	0.60%-0.70%	0.00-0.25%
Real Estate Private Placements	4.00%	1.50%-2.00%	N/A
1031 Exchange Offerings	6.25%	0.05%-1.10%	0.85% <sup>1</sup>
Private Equity	3.50% <sup>2</sup>	0.75%-1.50% <sup>3</sup>	0.00%-0.75%

**Ameriprise® Certificates:** When you purchase or sell *Ameriprise* Certificates, you will not pay a commission on the purchase or sale and there are no ongoing costs, however, withdrawals of principal made in the middle of a term are typically subject to a 2% early withdrawal penalty. The *Ameriprise* Cash Reserve Certificate does not have any withdrawal penalties. There is no order handling fee for *Ameriprise* Certificates. Currently, *Ameriprise* Certificates can be purchased or sold only through Ameriprise Financial Services. If you choose to terminate your brokerage relationship, you may continue to hold them (without any fees), redeem them at any time (paying any applicable early-redemption penalty) or hold them until the penalty-free term ends.

**Variable Annuity, Structured Annuity and Variable Insurance Products Included in a Brokerage Relationship:** Ameriprise Financial Services has selling arrangements with a range of annuity and insurance providers, including with RiverSource and RiverSource Distributors, to distribute these products to retail brokerage clients. We have relationships with both affiliated and third-party manufacturers of insurance and annuities to provide client choice. RiverSource Distributors, Inc. ("RiverSource Distributors") is a registered broker-dealer, serving as principal underwriter and distributor of variable life insurance and variable annuities on behalf RiverSource Life Insurance Company and its wholly owned subsidiary, RiverSource Life Insurance Co. of New York (together "RiverSource").

A time of sale commissions of generally in the range of up to 7% but no greater than 7.5% of the cost of the investment product to you is payable to your financial advisor for all variable annuity contract sales regardless of whether you purchase a RiverSource or unaffiliated insurance company variable annuity product. This commission is not a fee paid by you but rather by us from compensation we receive from the product manufacturer. For variable and structured annuities, financial advisors may choose to receive the total commission at time of sale or may choose to receive a partial commission at time of sale and ongoing trail compensation, however their total compensation received is comparable.

Commissions payable to your financial advisor for RiverSource and unaffiliated variable insurance products vary by manufacturer and product. These commissions are not fees paid by you but rather by us from compensation we receive from the product manufacturer.

<sup>1</sup>Shareholder servicing and distribution fees may be subject to a cap.

<sup>2</sup>Many private equity offerings have a capital call or draw down structure. Drawdown structures do not have sales charges.

<sup>3</sup>May be based on committed capital.

**Variable Annuities and Structured Annuities:** Annuities are intended to be long-term savings or investing vehicles for your retirement. Annuities generally grow tax-deferred, meaning you will not pay taxes on your earnings until you withdraw them; however, all annuity guarantees are based on the continued claims-paying ability of the issuing insurance company.

The types of annuities that your Ameriprise financial advisor may offer to you as part of your brokerage relationship are:

- **Variable annuities** typically offer optional riders and you will pay an additional fee for options such as income, accumulation, or death benefit guarantees. The guarantees offered by variable annuities do not apply to the performance of the variable subaccounts, which will vary with market conditions. You typically may also allocate contract value to fixed account option(s) that earn fixed rate(s) of interest.
- **Structured annuities**, also known as index variable annuities and registered index-linked annuities, may grow through interest earned based upon the performance linked to an index and is limited by the terms of the associated measurement method, such as a cap or participation rate, or through a fixed account option. With a structured annuity, you are not invested directly in the index. This product type typically provides partial downside protection through the use of downside buffers and floors. Generally, index-linked allocation options with greater downside protection provide less upside potential.

You may pay a surrender, or withdrawal, charge on a full or partial withdrawal from a variable or structured annuity, which may decrease over a specified period. Alternatively, some contracts offer withdrawal provisions, which allow you to withdraw portions of your money without surrender charges.

There are no sales charges on variable or structured annuities. Periodic fees and expenses will vary depending upon the annuity product purchased. You may pay mortality, expense and administrative fees, contract administration charges, or additional fees for optional features or benefits. In a variable annuity, you indirectly pay Investment Costs charged by the underlying fund when you choose subaccounts that invest in underlying funds. Keep in mind that the funds available through a variable annuity product are not publicly traded retail mutual funds. The table below provides general fee and operating expenses associated with the various variable annuities and structured annuities we offer.

Product Type	Surrender Charge	Mortality, expense, administration and distribution fees <sup>1</sup>	Contract administrative charges <sup>2</sup>	Optional riders	Investment Costs of underlying funds (net)	No cap index options with annual fee <sup>3</sup>
Variable annuities	7 and 10 yrs.	0.95%-1.35%	0-\$50	0.10%-1.80% <sup>5</sup>	0.15%-2.41%	NA
Structured annuities <sup>4</sup>	3 and 6 yrs.	NA	NA	NA	NA	1.05%-2.85% <sup>6</sup>

<sup>1</sup>Fee may be lowered after the annuity contract is held for a defined term. Group variable annuities may be available that offer a lower mortality, expense, administration, and distribution fees.

<sup>2</sup>Administrative fees may be waived if annuity contract value exceeds a certain dollar amount.

<sup>3</sup>Varies by option and time of selection.

<sup>4</sup>Information provided for the RiverSource Structured Solutions Annuity. Other structured annuity products with different charges, fees, and expenses may be offered for certain advisor distribution channels.

<sup>5</sup>Varies based on the type of rider selected.

<sup>6</sup>The Annual Fee will vary by segment length and type. The Annual fee is multiplied by the number of years, will be deducted at the end of the segment.

**Variable Universal Life Insurance ("VUL"):** Permanent life insurance can provide lifetime death benefit protection when properly funded. VUL policies may also offer options for tax-deferred cash-value growth by allocating portions of your premiums to variable investment options that invest in underlying funds. Such payments may also be directed to indexed accounts and fixed rate accounts. Funds allocated to variable investment options will fluctuate in value, depending on their investment performance, whereas funds allocated to indexed accounts will credit interest based on the movement of an index. Any life insurance guarantee is based on the continued claims-paying ability of the issuing insurance company.

A sales charge is deducted from each premium you pay, with net premiums allocated to your investment options according to your premium allocation instructions. Policy values may increase or decrease based on the performance of the variable investment option and the amount of interest credited from indexed and fixed rate accounts.

Fees and costs are deducted from the policy value periodically and vary depending on the VUL product purchased. Some fees and costs are fixed, while others vary depending on factors such as age, rating class, gender, and policy year. Fee and cost rates may change from time-to-time as determined by the insurer, subject to maximum guaranteed rates stated in the policy.

Examples of fees and costs that you may pay include premium charges, cost of insurance, mortality, expense and administrative fees, contract administration fees, or additional fees for optional features or benefits, called riders. You indirectly pay Investment Costs charged by the underlying fund when you choose variable investment options that invest in underlying funds. Keep in mind that the funds available through a variable life insurance product are not publicly traded retail mutual funds. A surrender charge may be deducted from policy values if you surrender the policy or if the policy lapses during a specified period of time (e.g., 10 or 15 years after purchase or increase in the coverage amount).

The table below provides general fee ranges and operating costs associated with the VUL policies we offer. Note, however, carrier fees and expenses are generally lower than the maximum fees and expenses reflected below.



Sales Charge <sup>1</sup>	Surrender Charge	Cost of Insurance	Mortality and expense fees	Administrative and distribution fees and contract administrative charges <sup>1</sup>	Optional riders <sup>1</sup>	Investment Costs of underlying funds (net) <sup>2</sup>
Minimum of 2% to generally in the amount of 6-7% of premium amount but no greater than 25%, deducted when premiums are paid.	\$0.03 up to \$59.89 per \$1,000 of initial specified amount for a period of 9-19 years for most products if you fully surrender your policy. Some products may impose up to a 100% surrender charge of first year sales load target premium (excluding riders and extras) in the early contract years.	\$0.00 to \$83.34 monthly, per \$1,000 of net amount at risk.	Daily mortality and expense risk charges at an annual rate of 0.0% to 1.15% as a percentage of assets in variable investment options.	\$0.01 to \$12.60 monthly per \$1,000 of basic or initial specified insurance amount plus \$9 to \$25 monthly contract administration charge.	Optional rider fees vary greatly. Some riders have no associated fees, some may be charged based on per \$1,000 of insurance amount, and others may be charged based on percentage of policy value. Some riders may not have fees until exercised.	Generally in the amount of 0.08%-2.27% but no greater than 9.20%.

<sup>1</sup>Fee may be lowered or in some instances removed after the insurance policy is held for a defined period of time

<sup>2</sup>Some indexed account options associated with VUL policies may have an asset-based charge for any cash value held in those accounts within the policy of up to maximum 2.0% of the accumulation value invested in indexed account options.

**Securities-based Lending Solutions:** The types of securities-based lending solutions that are made available to retail brokerage clients of Ameriprise Financial Services are outlined below. Both pledge loans and margin are available on non-qualified accounts; however, you may not utilize both margin lending features and a pledge line of credit on the same account.

- **Margin Loans:** Margin lending is credit extended directly by AEIS and may be used for liquidity purposes but also provides the ability to borrow money to purchase securities. When you trade securities on margin or withdraw funds, AEIS extends a line of credit to you, using the securities in your investment account as collateral. If you have an account with margin lending capabilities, you will pay monthly interest on any outstanding margin loan balance. Interest rates are variable and can change without notice. Margin interest rates follow the defined rate structure outlined within the Margin Agreement contained within the Brokerage Client Agreement and may be negotiable based on size of the margin loan. For more information on negotiated rates, please contact your financial advisor. For current margin rates, please see our Brokerage Account and Custodial Fees available at [ameriprise.com/financial-planning/our-fees/brokerage-accounts-custodial-fees/](https://ameriprise.com/financial-planning/our-fees/brokerage-accounts-custodial-fees/). The interest fees you pay are retained by AEIS and not shared with your financial advisor.
- **Pledge Line of Credit:** Ameriprise Financial Services may allow you to pledge non-qualified account assets as collateral for an Ameriprise Preferred Line of Credit offered jointly and separately by Ameriprise Bank and Goldman Sachs Bank USA or a pledge line of credit program from a third-party financial institution. While a pledge line of credit such as the Ameriprise Preferred Line of Credit is extended by a financial institution, such lines of credit are principally used for liquidity purposes only. If you have a pledge line of credit, where your Ameriprise account assets are used as collateral for a loan, you will pay interest on any outstanding loan balance. The interest rates and any fees are determined by, and paid directly to, the financial institution issuing the loan. The interest rate you may secure from a third-party financial institution may be higher or lower than the interest rate offered for an Ameriprise Preferred Line of Credit.

#### **Overview of Compensation Received by Financial Advisors.**

For commission-based securities products, commissions, sales charges, sales credits, and sales loads described above are paid by you and shared with your financial advisor, unless otherwise noted. Ameriprise Financial Services receives compensation in addition to the transaction-based fees and costs listed above, such as dealer concessions, selling commissions, and other payments, as described in the "Compensation Received by Ameriprise Financial Services" section below, and such compensation is typically shared with your financial advisor. The actual portion of these fees paid to your financial advisor depends how your advisor is affiliated with us and on the payout rate for which your financial advisor qualifies. These affiliations and compensation structures are described in the "How Our Financial Advisors Get Paid" section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).

#### **Overview of Compensation Received by our Firm and our Affiliates.**

Ameriprise Financial Services and its affiliates receive revenue from several different sources on the products and services you purchase. These sources include the fees and costs you pay, other arrangements we have in place with product companies, and investment and interest income. The revenue generated or received supports, in part, the development of new products, maintenance of our infrastructure, and retention of employees and financial advisors. The types of compensation we receive from product companies and other third parties are summarized below and are described in more detail in the "How We Get Paid" and the "Revenue Sources for Other Ameriprise Financial, Inc. Companies" sections of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).



If we and our affiliates did not receive this compensation, we would likely charge higher fees or other costs to clients, for the services provided. When evaluating the fees and costs of the investment products we offer within a brokerage relationship, you should consider not just the transaction-based fee, but also the product-level fees and the total compensation that Ameriprise Financial Services and our affiliates receive.

*Third Party Payments and Cost Reimbursement Payments Received by AEIS.*

For the investment products listed below, a portion of the Investment Costs that you pay indirectly through the product's underlying fees, are subsequently received by our affiliated clearing agent, AEIS, from the product companies who manage, sponsor, or distribute the investment products we recommend and you select as part of your brokerage relationship. We refer to this compensation as "Third Party Payments" and it helps fund the cost of providing services, maintaining accounts, and offering an investment platform for our clients, as well as providing revenue and net earnings to AEIS.

AEIS performs certain services for the benefit of Ameriprise Financial Services, its financial advisors, and clients, including but not limited to, record keeping, administration and shareholder servicing support, applicable platform level eligibility and investment product due diligence, investment research, training and education, client telephonic and other servicing, and other support related functions, such as trading systems, asset allocation and performance reporting tools, and websites and mobile applications (collectively "Cost Reimbursement Services").

AEIS receives a variety of payments for Cost Reimbursement Services ("Cost Reimbursement Payments") from investment products sponsored or managed by affiliated investment advisers (e.g., Columbia Management Investment Advisers) and from unaffiliated investment product companies for investments you make as a result of our recommendations. These Cost Reimbursement Payments may include sub-transfer agency fees, networking fees, trail compensation, revenue sharing and marketing support payments that at times may exceed the costs of the Cost Reimbursement Services provided and such payments increase the gross revenues and net earnings of AEIS.

Third Party Payments are generally funded from the Investment Costs associated with investment products you purchase. Investment Costs reduce your investment return. AEIS receives Cost Reimbursement Payments from product companies as shown in the following chart. These payments are not shared with your financial advisor. These payments are further described in the **"Cost Reimbursement Services and Third-Party Payments"** section of the of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](http://ameriprise.com/customer-service/client-relationship-guide/).

Investment Product Type	Annual asset-based payment	Sales-based payment range
Mutual Funds of Full Partner firms <sup>1, 2</sup>	Up to 0.20%	N/A
Mutual Funds of Available for Sale firms <sup>3</sup>	Up to 0.10%	N/A
529 Plans of Full Partner firms <sup>1</sup>	Up to 0.185%	N/A
UITs <sup>4</sup>	Volume concessions from 0.035% to 0.175% of total UIT sales (in either a calendar quarter or over a trailing 12-month period), and payments that range from 0.058% up to 0.084% annually based on projected UIT sales assuming growth rate each year over the three-year life of the contract. The total amount of these payments will not exceed 0.20% of total UIT sales.	
Structured Products	N/A	0.25%-0.60% for each year of the product's term
Money market funds utilized in our Sweep Program	Up to 0.42%	N/A
Private fund and private placement offerings including: hedge funds and managed futures fund	Up to 0.25%	N/A
Private equity	Up to 0.80%	Up to 1.50% on invested capital or the capital commitment
Real estate private placements	Up to 0.25%	Up to 1.00% <sup>5</sup>
Non-traded REITs, non-traded CEFs, 1031 exchanges <sup>6</sup> and non-traded BDCs	Up to 0.25%	Up to 1.50%
Variable Annuities and Structured Annuities	Up to 0.18%	0.35% - 1.50%
Variable Universal Life Insurance ("VUL")	N/A	Up to 31.5% of target premium and up to 0.875% of any premiums paid above target

**Schwab Mutual Fund Program:** Ameriprise Financial Services may provide clients with access to mutual funds offered by other firms through the relationship AEIS has with Charles Schwab & Co., Inc. ("Schwab"), and Schwab's mutual fund program. AEIS receives an asset-based fee of up to 0.40% annually on some or all of Ameriprise Financial Services clients' assets managed by participating mutual fund firms.

<sup>1</sup>These payments form a structure referred to as the Ameriprise Financial Mutual Fund Program ("Mutual Fund Program") with more than 150 mutual fund families offered by Ameriprise Financial Services. To be included in the Mutual Fund Program, firms have agreed to pay AEIS a portion of the revenue generated from the sale and/or management of mutual fund shares. Firms in the Mutual Fund Program provide marketing and sales support to Ameriprise financial advisors and make cost reimbursement payments at a higher level than Available for Sale firms.

<sup>2</sup>Rather than determining the amount of the payment solely on an asset-based basis, American Funds pays AEIS an annual negotiated platform fee based on a number of factors, including prior year assets, in accordance with their prospectus governing each mutual fund. This platform fee will not exceed 0.20% of assets and will also not exceed the limits set forth in the prospectus governing each fund.

<sup>3</sup>Available for Sale Firms do not provide marketing or sales support and make payments to AEIS at a lower percentage rate than firms in the Mutual Fund Program.

<sup>4</sup>AEIS also receives dealer concessions from UIT sponsors whose products are distributed through Ameriprise Financial advisor channels. Dealer concessions can vary by trust and are paid on each sale in accordance with the UIT prospectus up to 3.00% of each sale. Dealer concessions are shared with your financial advisor.

<sup>5</sup>This payment may be comprised of an upfront payment and payments over time, if offered.

**Sub-transfer Agency Fees or Networking Fees:** AEIS will also receive sub-transfer agency fees or networking fees with respect to investments you make in mutual funds and 529 plans. Compensation for sub-transfer agency services generally ranges from \$6 to \$12 per position annually for networked accounts, and from \$16 to \$19 per position annually for omnibus accounts or, if paid on an asset basis, from 0.10% to 0.15% annually of any amounts you have invested in such mutual funds.

In the case of no-load fund families for which AEIS has a direct relationship, the compensation for sub-accounting, administrative and distribution support services are bundled into one asset-based fee, generally of up to 0.35% (which may include up to a 0.25% service fee) annually of the value of such shares held in an account.

*Servicing, Account Maintenance, and Other Fees Received by AEIS.*

**Order Routing:** AEIS may from time to time receive payments for directing orders to certain market makers or broker-dealers. This is known as payment for order flow. We provide more detailed information within our Order Routing Report published quarterly on ameriprise.com.

**Margin Loans:** When you trade securities on margin, you are generally trading in securities that you would otherwise not be able to trade in your account. AEIS earns compensation in the form of interest on the margin balance, order handling charges, and other fees on investments purchased on borrowed funds. AEIS earns interest on your margin balance whether you use the money to purchase securities or for liquidity purposes.

**Ameriprise Preferred Line of Credit:** Ameriprise Bank does not compensate AEIS, but reimburses AEIS for its direct out of pocket expenses related to its Ameriprise Preferred Line of Credit support, and such payments are not shared with your financial advisor.

**Vendor Rebates:** AEIS also earns rebates from our shareholder materials delivery vendor (e.g., annual reports and proxies) based on the difference between the rate charged to the issuer and the cost to the vendor to deliver the shareholder materials. The rebates are generally higher for clients who consent to utilizing electronic delivery.

*Compensation Received by Ameriprise Financial Services.*

**Education, Training, Seminar Reimbursement, and Non-Cash Compensation:** Certain product companies, with which we have agreements, work with Ameriprise Financial Services and our financial advisors to promote their products. They may pay for training and education events or due diligence meetings, and may reimburse expenses for prospecting events, such as seminars for employees, financial advisors, clients, and prospective clients. For employees and financial advisors, these events may be held at off-site locations, and the travel, meals, and accommodations may be paid for by the product company. Additionally, product companies may occasionally provide business or recreational entertainment or gifts of nominal value to employees and financial advisors.

Ameriprise Financial Services sells annuity and insurance products to its clients manufactured by its affiliate, RiverSource, as well as from select unaffiliated insurance companies. Cost reimbursement payments for educational and sales support are received by Ameriprise Financial Services and/or its affiliate, AEIS, from RiverSource and unaffiliated insurance companies.

**Ameriprise® Certificates:** Ameriprise Certificate Company pays Ameriprise Financial Services a distribution fee that ranges from 0.08% to 0.16% on an annualized basis, except for installment certificates, which pay a distribution fee of up to 0.25% of each payment to Ameriprise Financial Services. A substantial portion of the distribution fee paid to Ameriprise Financial may be passed through to your financial advisor.

**New Issue Brokered CDs:** When you purchase a New Issue Brokered CD, Ameriprise Financial Services receives an upfront selling concession of between 0.00% and 3.50% of the amount of the CD from the issuing bank, which is generally larger for New Issue CDs with longer terms. The selling concession is determined by the bank based on the difference between what Ameriprise Financial Services pays for the New Issue CD and the price of par to the client. This payment is passed through to your financial advisor.

**Exchange Funds:** Ameriprise Financial Services typically retains a placement agent fee of up to 1% of the value of the shares purchased for each exchange fund sold.

**Managed Futures Funds:** Ameriprise Financial Services receives selling commissions for the sale of managed futures funds.

**Non-traded Closed-End Funds ("CEFs"):** Ameriprise Financial Services receives selling commissions for the sale of non-traded closed-end funds. Ameriprise Financial Services may receive fees of up to 6.0% of the amount invested and is shared with your financial advisor.

**Ameriprise Preferred Line of Credit:** Ameriprise Bank, FSB earns revenue based on the outstanding balance amount of the Ameriprise Preferred Line of Credit and the interest rate on the loan. Ameriprise Financial Services receives compensation from Ameriprise Bank, FSB of 0.25% of the outstanding balance on the credit line on an annualized basis. This amount is shared with your financial advisor based on how your advisor is affiliated with us and on the payout rate for which your financial advisor qualifies. This compensation is separate from the compensation your financial advisor receives for servicing your account.

**Distribution Access Fees:** Ameriprise Financial Services directs securities purchase and sale transactions through our affiliate, AEIS, on a fully disclosed basis. In exchange, Ameriprise Financial Services receives reimbursements from AEIS for our non-distribution related expenses.

**Referrals to Structured Settlements Agents:** Ameriprise Financial Services receives a fee, shared with financial advisors, for referrals to non-affiliated structured settlement professionals for both client and non-client referrals. The amount and basis for the referral fee varies by relationship multiplied by the notional sales amount of the product.

**Underwriters' Compensation:** Ameriprise Financial Services receives a fee comprised of a selling commission, management fee, underwriting fee, and, in some cases, a structuring fee, for the sale of initial public offerings ("IPOs"), such as closed-end funds and preferred securities. The specific amounts vary by each individual offering, and are disclosed in the prospectus of the specific offering.

The types of compensation we receive, and our total compensation, is described in more detail in the **"Revenue Sources for Other Ameriprise Financial, Inc. Companies"** section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).

*Compensation Received by Other Affiliates.*

Third Party Payments do not include any management fees, distribution fees, or compensation earned related to administrative or transfer agency fees related to proprietary mutual funds held in your Account and managed by one of our affiliates, such as Columbia Management Investment Advisers, LLC, a wholly-owned subsidiary of Ameriprise Financial, Inc., Ameriprise Financial Services' parent company. These fees are included in the Investment Costs paid indirectly by you and are received by our affiliates but are not compensation to Ameriprise Financial Services or AEIS, however they are an economic benefit to Ameriprise Financial Services and its affiliates as further discussed in the **"Economic Benefits of Affiliates' Products and Services"** section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).

Investment Costs apply whether the investment product is sponsored or managed by an unaffiliated third party or by an affiliate of Ameriprise Financial Services, such as CMIA. When you invest in investment products managed by CMIA, CMIA or its affiliates will receive compensation for managing those investments and for other services they provide based on the amount you invest, just as they would if you invested in CMIA investment products through another service provider.

**Scope of Services.**

Note that your financial advisor is not permitted to have discretion over brokerage account assets.

The Ameriprise Financial Institutions Group ("AFIG") financial advisor channel, for a period of time, will offer certain insurance and annuity products that will only be available for purchase through an AFIG financial advisor, and not available through other Ameriprise financial advisor channels. These differences reflect the products historically available and the specific needs of bank clients served in the AFIG channel. Other Ameriprise financial advisors who have clients with a product need beyond the available Ameriprise Financial Services product set may refer their clients to an AFIG financial advisor for a recommendation regarding one of these AFIG products. The client would need to open a separate brokerage account through the AFIG channel, complete any other necessary product paperwork, and thereafter any ongoing servicing required for that particular purchase, would be provided by an AFIG financial advisor. For more information about AFIG, please refer to the **"Client Referrals and Other Compensation"** section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).

In limited instances, your Ameriprise financial advisor holds a limited license as an Investment Company and Variable Contracts Products representative and may only solicit the purchase or sale of the following investment products: mutual funds, closed-end funds on the initial offering only, variable annuities, variable life insurance, unit investment trusts, and municipal fund securities (e.g., 529 savings plans). You will be notified if your financial advisor holds this limited license. If you are interested in a broader range of investment products, such as equities, bonds, options, exchange-traded funds and alternative investments such as private placement offerings, your financial advisor can direct you to other Ameriprise financial advisors to support those needs.

You will be notified if the financial professional you are working with is one of a limited number of Financial Consultants who is licensed to offer brokerage products and services but cannot recommend or service our investment advisory programs, including comprehensive financial planning. You may receive sales literature, client agreements, disclosures, and other documents that use the term Financial Advisor even if the professional you work with is a Financial Consultant rather than a Financial Advisor. If you are interested in receiving investment advisory services, your Financial Consultant can direct you to an Ameriprise Financial Advisor to support those needs.

**PART II**

**Material Conflicts of Interest.**

As with all business models, there may be circumstances where Ameriprise Financial Services or your financial advisor has a conflict of interest that a reasonable person would conclude could create an incentive for the firm or the financial advisor to place our interests ahead of yours and this incentive might affect the exercise of either's best judgment in rendering advice to you. Notwithstanding such potential conflicts of interest, Ameriprise financial advisors are required to make securities recommendations within brokerage accounts, as well as the additional types of brokerage relationship recommendations listed in the "Best Interest Standard of Care" section, in their clients' best interests. In other words, your financial advisor must have a reasonable basis to believe that a recommendation is in your best interest at the time they make that recommendation to you, taking into consideration cost and the reasonably available securities investments and accounts we offer. Financial advisors receive extensive training designed to support them in making best interest recommendations.

Ameriprise Financial Services is a diversified financial services firm. We provide access to financial planning, investment products, and services - which includes wealth management, asset management, insurance, and annuities. It is important to understand how Ameriprise Financial Services and our affiliates earn revenue and the manner in which your financial advisor is compensated may create a potential conflict of interest. Below we provide information about the most common, or material, conflicts of interest, associated with recommendations we or our financial advisors make to our retail brokerage clients. These conflicts of interest and less common conflicts of interest are described in more detail in the **"How We Get Paid"**, the **"How Our Financial Advisors Get Paid"**, and the **"Client Referrals and Other Compensation"** sections of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](https://ameriprise.com/customer-service/client-relationship-guide/).

We have long had a robust ongoing process for identifying and addressing any conflicts of interest. Ameriprise Financial Services has adopted policies and procedures reasonably designed to identify conflicts, and has implemented appropriate controls to either eliminate, or mitigate and disclose our conflicts of interest related to the firm's and our financial advisors' services, fees and compensation. We address conflicts of interest not completely eliminated through a combination of disclosures and policies and procedures, as well as supervision and surveillance of accounts.

*Conflicts of Interest Related to our Affiliated Products and Services.*

Ameriprise Financial Services and its affiliates generally receive more revenue from sales of affiliated investment products. Employee compensation and operating goals at all levels of our firm are tied to the company's success. Certain employees may receive higher compensation and other benefits based, in part, on assets invested in affiliated mutual funds. When financial advisors recommend products manufactured or offered by our affiliates, we and our affiliates receive more compensation and revenue overall as an enterprise. A listing of our affiliates may be found in the **"Other Financial Industry Activities and Affiliations"** section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](http://ameriprise.com/customer-service/client-relationship-guide/).

**Columbia Management Investment Advisers, LLC ("CMIA"):** Investment Costs received by CMIA are not direct compensation to Ameriprise Financial Services, however, Ameriprise Financial Services, CMIA, and their affiliates receive more revenue, in aggregate, from the purchase of affiliated investment products offered by CMIA, than from the purchase of unaffiliated investment products. Therefore, it is more profitable for Ameriprise Financial Services' parent company when you purchase or own a CMIA investment product in your account.

Ameriprise Financial, Inc. may receive compensation related to your CMIA mutual fund holdings either through payments from service providers to the mutual funds or indirectly through compensation received by affiliated entities such as: CMIA and Columbia Wanger Asset Management, LLC, both of which provide investment management services and administrative services to the Columbia Funds; Columbia Management Investment Distributors, Inc., which provides distribution services for the Columbia Funds; and Columbia Management Investment Services Corp., which provides transfer agency services to the Columbia Funds. See the **"Economic Benefits of Affiliates' Products and Services"** section of the Client Relationship Guide available at [ameriprise.com/customer-service/client-relationship-guide/](http://ameriprise.com/customer-service/client-relationship-guide/) and/or the applicable Offering Materials for a description of the various revenues earned by our affiliates.

**Sweep Program and Affiliate Compensation:** Sweep Programs made available in accounts are offered by Ameriprise Financial Services in its capacity as a broker-dealer, and services are provided by our affiliate, AEIS, as part of the overall brokerage services provided to your account(s), pursuant to the **"Money Settlement Options"** section of the Ameriprise Brokerage Client Agreement. Ameriprise Financial Services determines your Sweep Program and your financial advisor does not have the ability to recommend a different Sweep Program. Revenues received by our affiliates related to the Sweep Programs are not shared with your financial advisor.

Generally, the combined revenue earned by our affiliates, AEIS and Ameriprise Bank, is expected to be: (i) the highest when your account sweeps cash into AIMMA where Ameriprise Bank is utilized as a Program Bank; (ii) the second highest when your account sweeps cash into AIMMA where unaffiliated Program Banks are utilized; and (iii) the lowest when your account sweeps cash into an eligible money market mutual fund. Our affiliates AEIS and Ameriprise Bank use this revenue to defray the cost of operating our Sweep Programs and the expense of providing other services to our clients, as well as for general operating expenses and to provide net earnings to AEIS and Ameriprise Bank. In the absence of this revenue Ameriprise Financial Services would likely charge higher fees or other charges to clients for the services AEIS and Ameriprise Bank provide to clients.

Ameriprise Financial Services addresses this conflict of interest through a combination of disclosures and policies and procedures regarding Sweep Program availability and the free-credit balance.

**RiverSource Distributors and RiverSource:** As noted in Part I, Ameriprise Financial Services has selling arrangements with RiverSource and RiverSource Distributors to distribute these RiverSource annuity and insurance products. Investment Costs received by RiverSource Life Insurance Company and RiverSource Life Insurance Company of New York (together referred to as RiverSource) are not direct compensation to Ameriprise Financial Services, however, Ameriprise Financial Services, RiverSource and their affiliates receive more revenue, in aggregate, from the purchase of affiliated investment products offered by RiverSource than from the purchase of unaffiliated insurance products and therefore it is more profitable for Ameriprise Financial Services' parent company when you purchase or own a RiverSource insurance product. RiverSource variable annuity and variable insurance products include subaccounts or other investments that are manufactured or offered by our affiliate CMIA.

RiverSource reimburses Ameriprise Financial Services or AEIS, and these entities may subsequently reimburse Ameriprise financial advisors, for client/prospect educational events and financial advisor sales meetings, seminars and training events consistent with Ameriprise Financial Services and AEIS policies, as applicable. RiverSource also provides support to an Ameriprise Financial Services internal sales desk, which in turn provides support to financial advisors. Other unaffiliated insurance companies may be permitted to provide similar educational and sales support in accordance with our policies.

Unaffiliated insurance companies that issue annuities do not provide direct client or financial advisor education or sales support, other than product training materials, product sales literature and addressing client service issues. As a result, Ameriprise financial advisors may have a greater familiarity with RiverSource insurance and annuity products, as well as with any unaffiliated insurance companies who provide added educational support.

**Ameriprise Certificates:** Ameriprise Financial Services offers certificates issued by our affiliate, Ameriprise Certificate Company. CMIA provides investment management services to Ameriprise Certificate Company for a fee and Columbia Management Investment Services Corp. receives certain fees and expenses paid from Ameriprise Certificate Company in exchange for the transfer agent services it provides. Ameriprise Financial Services receives fees from Ameriprise Certificate Company in exchange for distribution services. Ameriprise Certificate Company earns spread revenue on the difference between the returns it earns on the investments that support its product obligations and the amount that it pays certificate holders.



**Securities-based Lending Solutions:** When AEIS charges you interest on your margin balance it retains the full amount of such revenue. When Ameriprise Bank, FSB as co-lender receives revenue related to your Ameriprise Preferred Line of Credit, each of Ameriprise Bank, FSB and Goldman Sachs Bank USA receives a pro-rata portion of the revenue generated. As a result, on a comparable amount of credit extended, Ameriprise Financial Services and its affiliates generally earn higher revenues for the use of margin and it is therefore more profitable when clients utilize margin than when using an Ameriprise Preferred Line of Credit. Ameriprise Financial manages this conflict of interest by keeping the cost to you for either a negotiated rate margin loan or an Ameriprise Preferred Line of Credit comparable and in line with each other by monitoring interest rates, and through the implementation and maintenance of policies, procedures, training and additional resources designed to delineate the features of each product to assist financial advisors in providing recommendations that are in a client's best interest and consider reasonably available alternatives.

*Conflicts of Interest Related to Third Party Payments and Cost Reimbursement Services.*

As described above in the "*Third Party Payments and Cost Reimbursement Payment Received by AEIS*" section, AEIS receives Cost Reimbursement Payments. Cost Reimbursement Payments are not shared with your financial advisor.

Certain aspects of the Mutual Fund Program create a conflict of interest or incentive if Ameriprise Financial Services promotes, or Ameriprise financial advisors recommend, the mutual funds offered by a Full Participation Firm versus mutual funds offered by Available for Sale Firms, as described in the following paragraphs. These conflicts and incentives arise from the Cost Reimbursement Payments AEIS receives from firms participating in the Mutual Fund Program as well as "Education, Training, Seminar Reimbursement and noncash compensation" described below. The Mutual Fund Program is further described in the "**Mutual Fund and 529 Plan Marketing and Sales Support Payments**" section of the Client Relationship Guide, available at [ameriprise.com/customer-service/client-relationship-guide/](http://ameriprise.com/customer-service/client-relationship-guide/).

To be included in the Mutual Fund Program and be eligible for inclusion on the Starting Point List described below, each Full Participation Firm must meet a number of criteria that consider product breadth and strong-performing funds, financial strength of the firm and the ability to provide education and training to Ameriprise financial advisors, including marketing and sales support services relating to the funds they offer. Full Participation Firms have also agreed to pay our affiliate, AEIS, a portion of the revenue generated from the sale and/or management of fund shares as Cost Reimbursement Payments.

**Full Participation Firms** make Cost Reimbursement Payments at a higher percentage rate than do Available for Sale Firms. This presents a conflict of interest as Full Participation Firms pay AEIS more revenue than Available for Sale Firms, and thus AEIS earns more revenue from the purchase of mutual funds offered by Full Participation Firms than from the purchase of mutual funds offered by Available for Sale Firms. Summaries of 2020 mutual fund firms' Cost Reimbursement Payments, segmented by mutual fund or 529 plan products, shown in Addendum A. You can find more information on the Full Participation Firms that participate in the Program, specific arrangements we have with them (including any updates), and conflicts of interest or incentives that exist for Ameriprise Financial Services to promote (and for Ameriprise financial advisors to recommend) one fund over another fund by visiting our website at [ameriprise.com/funds](http://ameriprise.com/funds) and clicking on "Purchasing Mutual Funds Through Ameriprise."

**Available for Sale Firms** make payments to AEIS for distribution support but do not provide marketing and sales support, such as those provided by Full Participation Firms, and make payments at a lower percentage rate than Full Participation Firms. They do not have the same wholesaling access to financial advisors as Full Participation Firms. As a result, Ameriprise financial advisors may have a greater familiarity with and an incentive to sell funds of Full Participation Firms.

Ameriprise Financial Services has a financial incentive for its affiliate to continue to maintain these arrangements with Full Participation Firms and for AEIS to continue to receive revenue. Because not all investments provide for cost reimbursement payments, Ameriprise Financial Services has an incentive to recommend or select investment products that make such payments within the Managed Accounts Programs. Ameriprise Financial Services addresses this conflict of interest by applying objective due diligence standards and requiring all mutual funds, ETFs, ETNs, CEFs, UITs and alternative investments such as hedge funds and private placements offered in the Programs to meet these standards.

Certain Full Participation Firms pay our affiliate AEIS more marketing support for certain types of mutual funds. In general, Full Participation Firms offer actively managed mutual funds that permit for cost reimbursement payments to be included in the Investment Costs charged by the mutual fund. The Investment Costs of actively managed mutual funds are generally higher than those of ETFs which do not currently make cost reimbursement payments. Ameriprise Financial Services has a financial incentive to offer actively managed mutual funds that make cost reimbursement payments to our affiliate. As a result, Ameriprise financial advisors may have an indirect incentive to sell such mutual funds. We address this incentive by offering a full range of investment product options, including actively managed mutual funds and both actively and passively managed ETFs. Ameriprise further addresses this conflict of interest by calculating the compensation paid to our financial advisors for all assets without regard to the amount of cost reimbursement payments we or our affiliates receive in connection with client investments in mutual funds and other investment products. Additionally, Ameriprise Financial Services does not share with our financial advisors the cost reimbursement payments we or our affiliates receive.

Ameriprise financial advisors may make mutual fund recommendations based on a group of funds that appear on the **Starting Point List**. Financial advisors are not required to use the Starting Point List as their source for mutual fund and ETF recommendations. The Starting Point List is developed by the Investment Research Group ("IRG") based on eligibility criteria established by Ameriprise Financial Services. Approximately 2,100 mutual funds are eligible for inclusion on the Starting Point List. The universe of ETFs includes funds available for sale at Ameriprise. The primary universe of mutual funds includes only mutual funds sponsored or managed by Full Participation Firms in the Mutual Fund Program. If a suitable mutual fund recommendation for a particular asset class cannot be found within the Full Participation Firms' offerings, the IRG will proceed to look for mutual fund options sponsored or managed by Available for Sale Firms. These eligibility criteria are designed by Ameriprise Financial Services to primarily include, and therefore favor, mutual funds from Full Participation Firms.



**Education, Training, Seminar Reimbursement, and Non-cash Compensation:** As noted above, Available for Sale mutual fund firms do not provide marketing and sales support such as those provided by Full Participation Firms to Ameriprise financial advisors, thus they do not have the same access to financial advisors as Full Participation Firms. Similarly, certain UIT sponsors are granted full access to Ameriprise Financial Services and our financial advisors to provide direct financial advisor education or sales support to promote their products. UIT sponsors without such agreements do not provide direct financial advisor education or sales support, thus they do not have the same access to financial advisors as full access firms. Such marketing and sales support arrangements may create a conflict of interest if Ameriprise Financial Services promotes, or Ameriprise financial advisors recommend, the investment products from product companies that have been granted full access versus those that have less or no access. These conflicts may arise from the marketing and sales support provided to our financial advisors by, as well as the Third Party Payments and Cost Reimbursement Payments AEIS receives from, firms that have entered into such agreements. Ameriprise Financial Services manages any conflict of interest as detailed in the preceding paragraphs of this section.

**Underwriters' Compensation:** From time to time, Ameriprise Financial Services or AEIS manages or co-manages a public offering of securities and receives underwriter's compensation and fees as noted in the "*Compensation Received by Ameriprise Financial Services*" section above. Ameriprise Financial Services manages this potential conflict of interest with policies and procedures addressing (i) involvement in investment banking transactions; and (ii) the disclosure of any material ownership or other relationship the firm or its officers, directors or affiliated persons have with respect to the issuer of the security.

*Conflicts of Interest Related to Financial Advisors and their Recommendations.*

Financial advisors earn more compensation when you move assets (including rollovers and distributions from retirement plan accounts) from another institution to Ameriprise Financial Services. In addition, employee and financial advisor compensation and operating goals at all levels of Ameriprise Financial, Inc. are tied to the success of its businesses. When making recommendations, your financial advisor may have a potential conflict of interest with respect to the recommendation, as listed below. Notwithstanding such potential conflicts of interest, within a brokerage relationship, Ameriprise financial advisors are required to make securities recommendations in your best interest. Ameriprise Financial Services addresses any conflicts of interest through a combination of (i) disclosure; (ii) supervision and surveillance; and (iii) policies and procedures designed to eliminate where possible, or mitigate and disclose, our conflicts of interest related to our financial advisors' recommendations and compensation. These conflicts of interest and less common conflicts of interest are described in more detail in the "**How Our Financial Advisors Get Paid**" section of the Client Relationship Guide, available at [ameriprise.com/customer-service/client-relationship-guide/](http://ameriprise.com/customer-service/client-relationship-guide/).

**Commissions and Sales Concessions:** Your financial advisor will generally receive compensation in the form of a commission or sales concession for each buy and for some sells of security transactions placed in your account. As a result, your financial advisor may have an incentive to recommend transactions for the purchase and sale of securities with greater frequency. However, your financial advisor is not permitted to recommend a series of transactions unless your financial advisor has determined that the series of transactions when considered together is in your best interest. In addition, the commission or sales concession varies from product to product, which may create an incentive to recommend a security with a higher commission. Commissions are detailed in the "*Fees, Costs and Considerations Relating to Investment Products Held in Your Commission-Based Account*" section above.

For certain securities, such as **VUL contracts**, compensation may also increase as the financial advisor sells increasing amounts of a death benefit.

- **Additional or Replacement Products:** In instances where a customer already owns an annuity or insurance product offered by Ameriprise Financial Services, the amount of a financial advisor's compensation may vary in connection with the sale of an additional or replacement product, due to formulas relating to the surrender period of a product that is already owned. As a result, the financial advisor in such a transaction may have an incentive to recommend the purchase of additional or replacement insurance or annuity products or, conversely, an incentive to recommend that you not purchase additional or replacement insurance or annuity products, depending on the relevant compensation formula.
- **Exchange of Existing Products:** Financial advisors typically earn less when you exchange an existing annuity contract, mutual fund or insurance policy for certain like or similar products from the same company, unless you have held the existing product for a certain period of time, e.g., variable annuities that are past the surrender period.

**12b-1 Fee and Trail Compensation:** Mutual funds purchased and held in a brokerage account generally pay financial advisor's compensation in the form of an ongoing payment, known as 12b-1 fee. These payments are part of the marketing and sales support payments from fund companies described above. Other investment products such as alternative investments, insurance and annuities, as well as 529 plans and retirement plans held "direct at fund" may also pay your financial advisor ongoing compensation known as trail compensation.

Generally, financial advisors receive a portion of the sales charge and 12b-1 fees paid to the firm in connection with mutual fund purchases for as long as clients own the mutual fund shares at Ameriprise Financial Services. 12b-1 fees vary from mutual fund to mutual fund and from share class to share class. Both Ameriprise Financial Services and the financial advisor receive more compensation on fund or share classes that pay higher fees.

Ameriprise Financial Services and the financial advisor generally receive less compensation when the 12b-1 fee is reduced, waived completely, or where there is no sales charge or 12b-1 fee. Therefore, your financial advisor may have an incentive to recommend a mutual fund that pays a 12b-1 fee and investment products that pay trail compensation over other mutual funds or investment products that do not.

**Securities-based Lending Solutions:** Both the Ameriprise Preferred Line of Credit and margin loans are securities-based lending solutions made available to clients of Ameriprise Financial Services. Both solutions are available on non-qualified accounts; however, you may not utilize both margin lending features and a pledge line of credit on the same account.

While your financial advisor does not earn compensation on your margin loan balance, your financial advisor benefits from your decision to trade using margin funds through additional sales commissions on investment products. Your financial advisor does receive ongoing compensation based on the outstanding balance of the credit line extended to you for an Ameriprise Preferred Line of Credit. This compensation creates a financial incentive for your financial advisor to recommend the use of the Ameriprise Preferred Line of Credit over margin.

Ameriprise Financial manages this conflict of interest through a combination of (i) disclosures; (ii) compensating financial advisors for the Ameriprise Preferred Line of Credit within a reasonable range that is non-negotiable and capped; (iii) keeping client costs for either negotiated rate margin loans or an Ameriprise Preferred Line of Credit comparable and in line with each other by monitoring interest rates; and (iv) through the implementation and maintenance of policies, procedures, training and additional resources designed to delineate the features of each product to assist financial advisors in providing recommendations that are in a client's best interest and consider reasonably available alternatives.

**Transition Compensation Incentives:** Ameriprise Financial Services from time to time recruits financial advisors from other firms to join Ameriprise Financial Services. In connection with these recruiting efforts, Ameriprise Financial Services may enter into arrangements with financial advisors for the payment of compensation and/or loans based upon the value of eligible assets or accumulated production of the recruited financial advisor at a pre-determined measurement date. The funds may be payable immediately, over time, as a bonus, or as a loan. These arrangements may have been structured to include a provision requiring that payment of transition compensation and/or loans would be dependent upon the advisor meeting certain agreed-upon production and/or asset level benchmarks. The financial incentives associated with these transition arrangements could influence the type and amount of product and/or service recommended by your financial advisor. Ameriprise Financial Services manages this conflict of interest by supervising the appropriateness of recommendations made by its financial advisors in accordance with all applicable regulatory requirements.

**Incentive Programs:** Financial advisors may earn more from certain sales incentive programs to increase overall assets under management. Ameriprise Financial Services or sales leaders may, from time to time, offer incentive programs to individual financial advisors or groups of financial advisors in particular areas. These programs are limited to such targets as new client acquisition, financial plan count, net flows, total assets under management and financial advisor recruiting. Single product or product categories are not eligible for incentive programs with the exception of fixed life insurance. These programs and incentives and the receipt of other cash/noncash compensation could affect your financial advisor's recommendations of products and/or services to you. Ameriprise Financial Services addresses any conflict of interest by reviewing these programs and incentives and other cash and/or noncash compensation for compliance with SEC and FINRA regulations as well as Ameriprise Financial Services' internal compliance policies.

**Sales Leader Incentives:** Field leaders receive a salary and a bonus and are responsible for an operating budget for expenses. Bonus programs for Ameriprise Financial Services field leaders are designed to include an amount based on the aggregate sales of all products sold by financial advisors, including proprietary products, in the regions of the country those leaders are responsible for overseeing. The bonus incentive and expense programs present a potential conflict because they are based in part on sales of these products.

*Conflicts of Interest Related to Certain Securities Transactions.*

**Principal Trading:** Principal trading occurs when AEIS executes your order from its own inventory. When AEIS sells a security from its inventory or buys a security from you for its own inventory, you generally will pay a markup (an increase) or markdown (a reduction) on the price of the security. The markup or markdown is retained by AEIS and may be more than the sales credit or commission charged on an agency trade.

**Agency Cross Transactions:** AEIS may engage in in agency cross trades between brokerage clients and receive commissions on both sides of the transaction. A cross trade occurs when a financial advisor solicits both a buy and a sell transaction for the same security from one client account to another client account. All trades are executed at the same time without risk of principal to the firm.

Ameriprise Financial Services will act in the best interest of its clients, including, but not limited to, seeking best execution on all client transactions including both principal trades and agency cross trades in a brokerage relationship. Both AEIS and Ameriprise Financial Services have implemented various policies and procedures to address any potential conflict of interest, including but not limited to (i) procedures regarding the appropriateness, supervision and best execution of securities recommended to, or purchased to or from, Ameriprise Financial Services client accounts; and (ii) not allowing trading desk employees or associated persons to provide recommendations to financial advisors or clients.

# Addendum A

Summaries of 2020 mutual fund firms' cost reimbursement payments follow, segmented by mutual fund or 529 plan products:

## Mutual fund cost reimbursement arrangements by fund firm (Jan. 1, 2020 – Dec. 31, 2020)

Fund Firm	Cost Reimbursement Payments from Fund Firms in 2020 <sup>1</sup>	Source of Payment
Allianz	\$1,300,334	Allianz Global Investors Distributors, LLC
American Century	\$6,176,313	American Century Investment Services, Inc.
Blackrock	\$21,332,103	BlackRock Advisors, LLC
BNY Mellon	\$3,759,227	MSBC Securities Corporation
Columbia	\$55,073,749	Columbia Management Investment Distributors, Inc.
Delaware	\$4,893,584	Delaware Investments
DWS	\$1,919,548	DWS Distributors Inc
Eaton Vance	\$9,826,521	Eaton Vance Distributors, Inc.
Eventide	\$738,199	Eventide Asset Management, LLC
Federated Hermes	\$4,957,285	Federated Securities Corp.
Fidelity	\$19,620,720	Fidelity Distributors Corporation
First Eagle	\$4,073,691	FEF Distributors, LLC
Franklin Templeton	\$4,155,228	Franklin Templeton Distributors, Inc.
Goldman Sachs	\$8,074,783	Goldman, Sachs & Co. LLC
Hartford	\$1,293,764	Hartford Funds Management Company, LLC
Invesco	\$14,244,608	Invesco Distributors, Inc.
IVY Funds	\$3,081,311	Ivy Funds Distributor, Inc.
Janus Henderson	\$7,953,487	Janus Henderson Distributors
John Hancock	\$9,033,993	John Hancock Funds, LLC
JP Morgan	\$13,639,623	J.P. Morgan Distribution Services, Inc.
Legg Mason	\$6,228,572	Legg Mason & Co., LLC
Lord Abbett	\$9,421,242	Lord Abbett Distributor LLC
Mainstay	\$2,056,868	NYLIFE Distributors, LLC
MFS	\$23,318,285	MFS Fund Distributors, Inc.
Natixis	\$1,765,704	Natixis Distribution L.P.
Neuberger Berman	\$1,364,117	Neuberger Berman LLC
Nuveen	\$7,826,130	Nuveen Investments
PGIM	\$12,747,033	Prudential Investments, LLC
Principal	\$2,915,713	Principal Financial Services, Inc.
Putnam	\$4,751,047	Putnam Retail Management Limited Partnership
Virtus	\$4,555,183	Virtus Investment Partners, Inc.
Wells Fargo	\$10,450,375	Wells Fargo Funds Distributor, LLC
<b>Total</b>	<b>\$282,548,340</b>	<b>January 1, 2020 through December 31, 2020</b>

<sup>1</sup> "Cost Reimbursement payments" represents amounts recognized as revenue by AEIS for the billing period from January 1, 2020, through December 31, 2020, on retail mutual fund sales and assets. These figures also include amounts pertaining to participation in Ameriprise-organized conferences.

**529 Plan cost reimbursement arrangements by fund firm (Jan. 1, 2020 – Dec. 31, 2020)**

Program Manager or Distributor	State(s)	Cost Reimbursement Payments from Fund Firms in 2020 <sup>2</sup>	Source of Payment
<b>American Century</b>	KS	\$182,646	American Century Investment Services, Inc.
<b>Blackrock</b>	OH	\$194,568	BlackRock Advisors, LLC
<b>Columbia</b>	SC	\$895,238	Columbia Management Investment Distributors, Inc.
<b>Fidelity</b>	NH, OK	\$1,792,533	Fidelity Distributors Corporation
<b>Franklin Templeton</b>	NJ	\$49,577	Franklin Templeton Distributors, Inc.
<b>Hartford</b>	CT, WV	\$64,388	Hartford Securities Distribution Co., Inc.
<b>IVY Funds</b>	AZ	\$14,165	Ivy Funds Distributors, Inc.
<b>John Hancock</b>	AK	\$585,993	John Hancock Funds, LLC
<b>JP Morgan</b>	NY	\$468,039	J.P. Morgan Distribution Services, Inc.
<b>Legg Mason</b>	CO	\$227,224	Legg Mason & Co., LLC
<b>MFS</b>	OR	\$179,894	MFS Fund Distributors, Inc.
<b>Nuveen</b>	MI	\$50,234	Nuveen Investments
<b>Principal</b>	NM	\$44,798	Principal Funds Distributor, Inc.
<b>Putnam</b>	NV	\$43,624	Putnam Retail Management Limited Partnership
<b>Voya</b>	WI	\$290,760	Voya Investment Distributors, LLC
<b>Total</b>		<b>\$5,083,681</b>	<b>January 1, 2020 through December 31, 2020</b>

<sup>2</sup> “Cost Reimbursement Payments” represents amounts recognized as revenue by AEIS for the billing period from January 1, 2020, through December 31, 2020, on 529 plan sales and assets. These figures also include amounts pertaining to participation in Ameriprise-organized conferences.